



City of Venice

Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") is executed as of the date indicated below by _____ (the "Participant") in favor of the City of Venice. For purposes of this Release, all references to the City of Venice include its officials, employees, agents, volunteers, contractors, and other representatives.

Release and Waiver. For and in consideration of the permission granted to the Participant by the City of Venice to participate in the City of Venice's Holiday Parade on _____, 20____ (the "Event"), Participant hereby freely, voluntarily, and without duress executes this Release under which Participant, on behalf of itself and for all of those individuals participating in the Event with or on behalf of the Participant (collectively hereinafter referred to as the "Individuals"), does hereby release and forever discharge and hold harmless the City of Venice from any and all liability, claims, and demands of whatever kind of nature, either in law or equity, which arise or may hereafter arise from the Participant's participation in the Event.

Participant understands that this Release discharges the City of Venice from any liability or claim that the Participant or the Individuals may have against the City of Venice with respect to any bodily injury, personal injury, illness, death or property damage that may result from the Participant's and Individuals' participation in the Event, whether caused by the negligence of the City of Venice or otherwise.

Indemnification and Insurance: The Participant agrees, at its sole cost and expense, to indemnify, defend and hold harmless the City of Venice and its officials, employees, agents, volunteers, contractors, and other representatives from and against any and all liability, damages, claims, and demands, which may be imposed upon, incurred by, or be asserted against the City of Venice and its officials, employees, agents, volunteers, contractors, and other representatives as a result of or in any way connected with the Participant's participation in the Event. Further, Participant shall provide general liability and automobile liability insurance in the amount of \$1,000,000, naming the City as a Certificate Holder and as an Additional Insured. The City Manager or designee may approve lesser amounts or coverages.

Assumption of the Risk. The Participant understands that the Event includes activities that may be potentially dangerous to the Participant and the Individuals. The Participant, on behalf of itself and the Individuals, hereby expressly and specifically assumes the risk of injury or harm in participating in the Event and releases the City of Venice from all liability for injury, illness, death, or property damage resulting from the Participant's and Individuals' participation in the Event.

Standards of Behavior. Participant agrees to participate in the Event according to the rules and instructions of the City of Venice including use of any and all personal protective equipment or other protective equipment or supplies. Participant agrees to use reasonable care in handling

equipment and agrees to only use the equipment for its intended purpose or purposes and to further govern the behavior and the use of any equipment by the Individuals.

Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that this Release shall be governed and interpreted by the laws of the State of Florida. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I HEREBY CERTIFY THAT I AM LEGALLY COMPETENT TO SIGN THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. FURTHER, I UNDERSTAND THAT BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I UNDERSTAND THAT THIS RELEASE AND WAIVER OF LIABILITY IS BINDING ON THE PARTICIPANT AND I SIGN IT OF MY OWN FREE WILL.

Participant: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____