

WAIVER OF LIABILITY, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

1. _____ (initial) In consideration for receiving permission to participate in the lease of an All-Terrain Battery Powered EcoRover, I _____ (hereinafter referred to as RELEASOR) hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS: City of Sarasota, including its Commission, and any employee, representative, associate, officer, agent, volunteer, successor and assigns of City of Sarasota, (hereinafter referred to as RELEASEE) from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.

2. _____ (initial) RELEASOR hereby elects to voluntarily participate in said activity, and engage in such activity knowing that certain risk of harm are, or may be inherent, in the various activities contemplated herein and that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEE or otherwise.

3. _____ (initial) RELEASOR ACKNOWLEDGES the following RISKS while operating the EcoRover, which include but are not limited to: (1) changing tides and wave action at shore line; (2) collision with any of the following: other participants' EcoRover, pedestrians, individuals sunbathing, animals, or natural objects; (3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) RELEASOR sense of balance, physical coordination, ability to operate equipment and/or follow directions; (5) collision, falling off a ledge, tipping over, driving into a hole, sinking in water or other hazard which results in wetness, injury exposure to the elements, hypothermia, and/or drowning; (6) heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; (9) fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident.

4. _____ (initial) RELEASOR has been advised and warned of the RISKS pertaining to the ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY. Those provisions are incorporated herein by reference as if set forth in full. **RELEASOR HEREBY REPRESENTS AND CERTIFIES THAT HE/SHE HAS READ THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY PROVISIONS AND THAT HE/SHE UNDERSTANDS THAT BY SIGNING THIS DOCUMENT HE/SHE IS WAIVING VALUABLE LEGAL RIGHTS INCLUDING ANY AND ALL RIGHTS THAT HE/SHE MAY HAVE AGAINST RELEASEE.**

5. _____ (initial) I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEE from any loss, liability, damage, demands, liens, liabilities, judgments, or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEE or otherwise. It is understood that this INDEMNIFICATION AND HOLD HARMLESS shall apply to any action or

failure to act, negligence, breach of contract, or other misconduct on the part of RELEASOR to third-parties.

6. _____ (initial) It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, personal representatives, executors and assigns, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEE. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida. Nothing herein shall constitute a waiver of Florida Statutes, 768.28 by RELEASEE.

7. _____ (initial) I expressly agree that this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.

Signature

Date

Printed Name