



RELEASE, ASSUMPTION OF RISK, INDEMNITY, AND WAIVER OF LIABILITY

Park Facility: MARKHAM PARK AND QUIET WATERS PARK

Activity: MOUNTAIN BIKE TRAILS

Name of Adult Participating: _____ HH #: _____

Name(s)/Age(s) of Minors Participating: _____

NOTICE: This is a Release, Assumption of the Risk, Indemnity, and Waiver of Liability (hereinafter referred to as "Release"). Once signed, this Release will apply to any and all matters occurring on the date shown next to the signature below and within eighteen hundred twenty-five (1,825) days (5 years) thereafter. This Release is intended to be a legally binding document, and when signed has legal consequences for the signor and any minor children identified above. Please read this carefully before signing.

As consideration for Broward County offering the activity described above (the "Activity") and permitting the individual(s) identified above to participate, the adult identified above ("Releasor") freely makes the following representations, both individually and on behalf of any minors participating in the Activity:

Releasor acknowledges and understands that the Activity is potentially dangerous and that there may be health and safety risks associated with the Activity. These risks include exposure to conditions that may result in bodily harm, injury, partial or total disability, paralysis, or death to participants. The potential hazards and dangers associated with the Activity include, but are not limited to, the following: risks and dangers caused by Releasor's own action(s) or omission(s); risks and dangers caused by the Releasees named below; dangers of collision with other participants in the Activity or fixed or moving object(s); and dangers arising from surface hazards, equipment failure, safety equipment, or weather conditions. Releasor represents and warrants that Releasor has no known health problems that would hinder, or be aggravated by, participation in the Activity and that participation in the Activity is purely voluntary.

Releasor hereby releases, waives, discharges, and covenants not to sue Broward County and/or its past, present, and future officers, agents, employees, and volunteers (referred herein as "Releasees") for any and all liability, claims, or damages that may be sustained by Releasor arising out of or relating to Releasor's participation in the Activity, including, without limitation, claims for personal or bodily injury, property damage, or economic and non-economic losses, even if any of the foregoing are caused in whole or in part by negligence of the Releasees. Further, Releasor hereby agrees to defend and indemnify Releasees for any claims, injuries, or damages of any kind or nature (including, without limitation, attorneys' fees) asserted against Releasees by a third party that arise from or relate to Releasor's participation in the Activity.

If minors are identified above, Releasor represents and warrants that this Release is being signed both individually and on behalf of all identified minors. Releasor represents and warrants that Releasor is the parent or natural guardian of such minors, or otherwise has legal authority to sign this Release on behalf of the minor(s). Releasor agrees to defend and indemnify Releasees for any liability, claims, or damages of any kind or nature (including, without limitation, attorneys' fees) asserted against Releasees by or on behalf of any named minor where it is alleged that Releasor did not have legal authority to sign this Release on behalf of the minor(s).

Releasor acknowledges and agrees that the representations and agreements contained herein are binding upon Releasor, individually and on behalf of any minors identified above, and are not merely recitals, and have been relied upon by Releasees prior to authorizing Releasor and any minors identified above to participate in the Activity.

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF BROWARD COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ANY OF THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BROWARD COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS HAVE THE RIGHT TO REFUSE TO LET YOU AND/OR YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Releasor has read this Release, fully understands its terms, and understands that Releasor has given up substantial rights to bring suit against the Releasees by signing it and has signed it freely and without any inducement or assurance of any nature, intending it to be a complete and unconditional release of any and all liability and claims to the greatest extent allowed by law. Releasor further agrees that if any portion of this Release is held to be invalid, the remainder of this Release shall continue in full legal force and effect.

Releasor, individually and on behalf of any and all minors identified above, hereby grants full permission to Broward County to use photographs, videotapes, recordings, and any other record of their participation in the Activity, for any lawful purpose whatsoever.

The undersigned affirms that he or she is at least 18 years old, has authority to execute this Release, has read, understands, and agrees to the terms contained herein, and hereby knowingly, freely, and voluntarily signs this Release.

Print Name: _____ Relation to Minor(s): _____

Signature: _____ Date: _____

Address: _____

Telephone Number: _____ Email: _____

Emergency Contact Name: _____ Telephone Number: _____