

**CITY OF ST. PETERSBURG RELEASE, WAIVER OF CLAIMS,
HOLD HARMLESS AND INDEMNITY AGREEMENT, AND CONSENT
AGREEMENT (IF PARTICIPANT IS A MINOR) FOR ITS NEIGHBORHOOD GRANT
PROGRAM.**

Q Adults - Check here if the Neighborhood Grant Program (“Program”) volunteer is an adult. By checking this box I am representing that I am 18 years of age or older and that I am fully competent and legally able to execute the City of St. Petersburg release, waiver or claims, hold harmless and indemnity agreement, and consent agreement (if participant is a minor) for its neighborhood grant program (“Agreement”) with the intent to be bound by the terms and conditions hereof.

Q Minor - Check here if the Program volunteer is a minor (under 18) or has a legal guardian due to any disability (hereinafter referred to as “the minor”).

I/We, _____, parent(s) or legal guardian(s)

of _____, consent to the minor’s participation in any and all activities that are involved in the completion of any Program project. This consent shall be a continuing consent unless and until I revoke it by a written document addressed to _____. In order to be effective the revocation document must be sent by certified U.S. mail, return receipt requested to the above named individual at the above address. No oral revocation or other form of revocation shall be sufficient to withdraw this consent.

CAREFULLY READ THIS AGREEMENT BEFORE SIGNING

GENERAL

1. I hereby agree that I, or the minor participant, will be at all times required to comply with all rules and regulations regarding Program activities. I further accept on my behalf, or that of the minor participant, full responsibility for informing myself, or the minor participant, of any changes to the Program rules and regulations.
2. The consideration for this Agreement is the monetary and other good and valuable consideration received by the participant(s) and its neighborhood, which executed a Neighborhood Grant Agreement (“Grant Agreement”) for participation in the Program.
3. I hereby personally or on behalf of my heirs, personal representatives, executors and assigns, or on behalf of the minor participant and their heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City of St. Petersburg, its elected and appointed officials, employees, officers, agents, and successors and assigns (collective referred to as “Releasees”), of and from all claims, demands, actions, causes of action, costs, expenses, court costs, attorneys’ fees or other

damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition, in or on any real property, premises, city property or thoroughfare or any vehicle, while I or the minor subject to this Agreement observe or participate in any aspect of the Program or whenever I or the minor subject to this Agreement satisfy any obligation of the Grant Agreement, including but not limited to performing future maintenance activities.

4. I hereby personally, or on behalf of the minor participant agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless the Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my (or the minor's) participation in, or observation of, any aspect of the Program or whenever satisfying any obligation of the Grant Agreement, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with my (or the minor participant's) negligence (sole or contributory), whether or not the damage or injuries are alleged or claimed to have arisen in part due to the negligence, whether gross, sole, contributory, or otherwise, of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances.
5. I also agree that I am responsible for any and all damages that I (or the minor participant) willfully, accidentally, or negligently inflict upon Releasees or third parties as a result of my (or the minor's) participation in, or observation of, any aspect of the Program or whenever satisfying any obligation of the Grant Agreement, including but not limited to performing future maintenance activities.
6. The undersigned expressly agrees, personally, or on behalf of the minor participant, that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. The undersigned has read and voluntarily signs this Agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.
8. The undersigned agrees that he/she has been hereby encouraged to seek the advice of his/her own attorney prior to signing this Agreement and has been given the opportunity to seek such counsel.
9. The undersigned acknowledges the fact that this Agreement, including his or her (and/or

the minor's) address and phone number will become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.

PLEASE NOTE THAT THIS AGREEMENT MUST BE SIGNED BY EACH PARTICIPANT BEFORE HE/SHE WILL BE PERMITTED TO PARTICIPATE IN ANY ASPECT OF THE PROGRAM OR PRIOR TO SATISFYING ANY ASPECT OF THE GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO PERFORMING FUTURE MAINTENANCE ACTIVITIES.

BY SIGNING THIS AGREEMENT YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.

IN WITNESS WHEREOF, the participant has caused this agreement to be executed this day of _____, 20__.

ADULT'S NAME (participant if over 18, legal guardian or parent with legal authority to execute this agreement on behalf of the minor if the participant is under 18.)

(Sign): _____

(Print) _____

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Address: _____ Telephone: _____

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MINOR'S NAME (any participant under 18 years of age)

(Sign): _____

(Print) _____

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Address: _____ Telephone: _____

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Accepted and Witnessed by: _____