

Waiver and General Release of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

The Florida Sheriffs Association, the agencies that conduct the Teen Driver Challenge Program, and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, instructors, aides, and/or agents (the "Released Parties") cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in this Teen Driver Challenge Course utilizing the Released Parties' services or premises (collectively, the "Course"). It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in the Course, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, and for my family members or others who I may expose, in order to participate in the Course. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in the Course.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to my participation in the Course. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

OTHER TERMS: I fully understand and agree that (a) this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND GENERAL RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____

Name (printed): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and General Release.

Signature: _____ Date: _____

Name (printed): _____

Florida Sheriffs Association Teen Driver Challenge

PARENTAL PERMISSION FORM AND RELEASE OF ALL CLAIMS

STUDENT INFORMATION

Name of Student _____ Age _____

Name of School Currently Attending _____ Grade _____

Date of Birth _____ Place of Birth _____

Name of Parents of Legal Guardian _____

Current Address _____ Telephone Number _____

Are there any health issues we should be aware of? _____

Is any medication being taken that will in any way affect the safe operation of a vehicle?

T-Shirt Size - (sizes are adult/please circle): S M L XL

I have been informed that my child's full name, address, date of birth, and driver's license number will be released to the Florida Sheriffs Association Teen Driver Challenge upon request.

I hereby give my consent for the above-named student to participate in the FSA Teen Driver Challenge offered by the Lee County Sheriff's Office.

I state this consent is given with the understanding that:

- (1) The training course involves moving vehicles being operated by inexperienced drivers.
- (2) The above-named student will be operating a vehicle with the express written consent of the owner of the vehicle.
- (3) Damage may occur to the vehicle that the above-named student is driving or to other vehicles involved in the course.
- (4) The above-named student's participation in this course subjects the student to a risk of serious, catastrophic, permanent injury, or even death

If I am **not** the owner of the vehicle, which the above named student intends to use while taking this course, I hereby certify that the owner has consented to the use of his/her vehicle and has authorized the use by completing the VEHICLE OWNER'S STATEMENT OF PERMISSION AND RELEASE OF ALL CLAIMS attached. I certify that the vehicle which the above-named students will use in this course is in good working order, including the vehicle's engine, brakes, suspension, steering and tires.

I HEREBY RELEASE AND AGREE TO HOLD HARMLESS FROM LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, INCLUDING ANY ACTS OF NEGLIGENCE, OR SUITS IN EQUITY, OF WHATSOEVER KIND OR NATURE, THE FLORIDA SHERIFFS ASSOCIATION, THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY SHERIFF CARMINE D. MARCENO, JR. , LEE COUNTY SHERIFF'S YOUTH ACTIVITIES LEAGUE, INC., THE OFFICE OF SHERIFF, LEE COUNTY, FLORIDA, THEIR OFFICERS, EMPLOYEES, INSTRUCTORS, AGENTS OR APPARENT AGENTS AND OTHER PARTICIPANTS IN THE COURSE.

I GIVE PERMISSION TO THE LEE COUNTY SHERIFF'S OFFICE AND LEE COUNTY SHERIFFS YOUTH ACTIVITIES LEAGUE, INC. TO USE PHOTOGRAPHS AND/OR VIDEO IMAGES OF MY CHILD FOR MEDIA COVERAGE, OR FOR ANY OTHER USE DEEMED APPROPRIATE BY THE SHERIFF.

(These forms may be signed before **either** a Sheriff's Office representative **OR** a notary public, whichever is more convenient.)

Sheriff's Office Representative
(Witness)

Parent/Legal Guardian Signature

Witness Name Printed

Parent Name Printed

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME personally appeared _____, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

Personally known: _____

Provided _____ as Identification

My Commission expires:



LEE COUNTY SHERIFF'S OFFICE

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT SEATBELT CONVINCER / TRAFFIC SAFETY EDUCATION EQUIPMENT

The below listed and signed participant, hereinafter referred to as the Permittee, hereby agrees and promises to indemnify and hold harmless the State of Florida, the Florida Sheriffs Association, the County of Lee, the Lee County Sheriff's Youth Activities League, Inc., Lee County Sheriff Carmine D. Marceno, Jr., the Office of Sheriff Lee County, their officers, deputies, agents, servants or employees, from and against any and all liability, claims, demands, expenses (including attorney's fees), fees, fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising or growing out of or in any way connected with the use, occupancy, maintenance, or control of the seat belt convincer owned and being demonstrated by the Lee County Sheriff's Office, whether on, in or about aforesaid seat belt convincer or resulting from injury to person, property, or loss of life or property of any kind or nature whatsoever sustained during any time period when the Lee County Sheriff, is allowing the Permittee to participate in the demonstration of the seat belt convincer, which is the consideration for the promises and covenants herein made and agreed to by the Permittee.

Dated this ____ (day) of _____ (month), ____ (year)

Having requested permission to ride the seat belt convincer demonstrated by the Lee County Sheriff's Office, I do hereby certify as follows:

1. I am at least 18 years of age or have obtained signatures from parent(s) permitting me to ride (at least one parent/legal guardian must sign); must be given to Instructor for retention.
2. I am no less than 4 foot 9 inches tall (seatbelt will not configure for less height)
3. I am not pregnant (if female);
4. I am not suffering from a back ailment or injury;
5. I am not recovering from any recent injury or surgery;

Name of Permittee

Signature of Permittee

Name of Parent/Guardian

Signature of Parent/Guardian

Convincer Operator Signature

Florida Sheriffs Association Teen Driver Challenge

STUDENT STATEMENT OF VOLUNTARY PARTICIPATION AND RELEASE OF ALL CLAIMS

I hereby state that this application to participate is entirely voluntary on my part and is made with the understanding of the following: (1) the FSA Teen Driver Challenge Training course offered by the Lee County Sheriff's Office involves moving vehicles being operated by inexperienced drivers; (2) I will be operating a vehicle with the express written consent of the owner of the vehicle; (3) damage may occur to the vehicle that I am driving or to other vehicles involved in the course; and (4) my participation in this course subjects me to risk of serious, catastrophic, permanent injury, or even death.

I hereby certify that the vehicle I will use in this course is in good working order, including the vehicle's engine, brakes, suspension, steering and tires.

I HEREBY RELEASE AND AGREE TO HOLD HARMLESS FROM LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, INCLUDING ANY ACTS OF NEGLIGENCE, OR SUITS IN EQUITY, OF WHATSOEVER KIND OR NATURE, THE FLORIDA SHERIFFS ASSOCIATION, THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY SHERIFF CARMINE D. MARCENO, JR., LEE COUNTY SHERIFF'S YOUTH ACTIVITIES LEAGUE, INC. AND THE OFFICE OF SHERIFF, LEE COUNTY, FLORIDA, THEIR OFFICERS, EMPLOYEES, INSTRUCTORS, AGENTS OR APPARENT AGENTS, AND OTHER PARTICIPANTS IN THE COURSE.

I GIVE PERMISSION TO THE LEE COUNTY SHERIFF'S OFFICE AND LEE COUNTY SHERIFF'S YOUTH ACTIVITIES LEAGUE, INC. TO USE PHOTOGRAPHS AND/OR VIDEO IMAGES OF ME FOR MEDIA COVERAGE, OR FOR ANY OTHER USE DEEMED APPROPRIATE BY THE SHERIFF.

(These forms may be signed before **either** a Sheriff's Office representative **OR** a notary public, whichever is more convenient. You must attach copies of your driver's license and insurance card to this form.)

Sheriff's Office Representative
(Witness)

Student's Signature

Witness Name Printed

Student Name Printed

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME personally appeared _____, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

Personally known: _____

Provided _____ as Identification

My Commission Expires:

FLORIDA SHERIFFS ASSOCIATION TEEN DRIVER CHALLENGE

STUDENT INFORMATION

INCOMPLETE APPLICATIONS WILL BE RETURNED AND THE STUDENT RESCHEDULED FOR ANOTHER CLASS DATE

N/A SHOULD BE USED IN AREAS THAT DO NOT APPLY TO THE STUDENT

NAME (As it appears on drivers license)				DATE OF BIRTH 00/00/0000	
RACE	WHITE	HISPANIC/LATINO	ASIAN	SEX	DRIVERS LICENSE NUMBER
	BLACK/AFRICAN AMERICAN			Male	
	HAWAIIAN/PACIFIC ISLANDER			Female	
	AMERICAN INDIAN/ALASKAN NATIVE	OTHER			STATE

STREET ADDRESS		CITY	STATE	ZIP CODE
MAILING ADDRESS (If different than above)				
HOME PHONE	CELL PHONE	HIGH SCHOOL		GRADE
STUDENT EMAIL				
PARENT/LEGAL GUARDIAN			CONTACT PHONE	
PARENT/LEGAL GUARDIAN EMAIL				

Are you taking medication that would affect your ability to operate a vehicle?	Yes No
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Are there any health issues that prevent you from participating in the program?	Yes No
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STUDENT SIGNATURE

PARENT/LEGAL GUARDIAN SIGNATURE

The following documents must be completed and accompany this form at the time of application:

- TEEN DRIVER RELEASE OF ALL CLAIMS
- STUDENT STATEMENT OF PARTICIPATION AND RELEASE OF ALL CLAIMS VEHICLE
- OWNER'S STATEMENT OF PERMISSION AND RELEASE OF ALL CLAIMS
- SEATBELT CONVINCER WAIVER (This form will be provided by the Sheriff's office if a seatbelt convincer is used during the course.)
- COPY OF STUDENTS DRIVERS LICENSE AND VEHICLE INSURANCE CARD



Teen Driver Challenge

Vehicle Consent Form

I, _____, the Parent/Guardian of _____
confirm that the vehicle being utilized for the Teen Driver Challenge is in
proper working condition to withstand an 8-hour tactical driving course.

I acknowledge that myself and/or my teen have checked all tires, fluids, and
safety restraints for proper levels and working order.

Parent/Guardian or
Vehicle Owner Signature

Date

Student's Signature

Date



Florida Sheriffs Association Teen Driver Challenge

VEHICLE OWNER'S STATEMENT OF PERMISSION AND RELEASE OF ALL CLAIMS

Student name: _____

I hereby certify that I am the owner of the vehicle, which the above-named student intends to use while taking the FSA Teen Driver Challenge Training course offered by the Lee County Sheriff's Office and consent to such use. I hereby certify that this vehicle is in good working order, including the vehicle's engine, brakes, suspension, steering, and tires. I understand that the training course involves moving vehicles operated by an inexperienced driver and that damage may occur to the vehicle or to the other vehicles involved in the course.

I HEREBY RELEASE AND AGREE TO HOLD HARMLESS FROM LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, INCLUDING ANY ACTS OF NEGLIGENCE, OR SUITS IN EQUITY, OF WHATSOEVER KIND OR NATURE, THE FLORIDA SHERIFFS ASSOCIATION, THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY SHERIFF CARMINE D. MARCENO, JR., LEE COUNTY SHERIFF'S YOUTH ACTIVITIES LEAGUE, INC. AND THE OFFICE OF SHERIFF OF LEE COUNTY, FLORIDA, THEIR OFFICERS, EMPLOYEES, INSTRUCTORS, AGENTS OR APPARENT AGENTS, AND OTHER PARTICIPANTS IN THE COURSE.

(These forms may be signed before **either** a Sheriff's Office representative **OR** a notary public, whichever is more convenient. You must attach copies of the current vehicle registration and insurance card to this form.)

Sheriff's Office Representative
(Witness)

Vehicle Owner's Signature

Witness Name Printed

Owner Name printed

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME personally appeared _____, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

Personally known: _____

Provided _____ as Identification

My Commission Expires:

LEE COUNTY SHERIFF'S OFFICE WAIVER AND HOLD HARMLESS



LEE COUNTY SHERIFF'S OFFICE AND THE REMAINING PROGRAM SPONSORS' (IDENTIFIED BELOW AND HEREIN) PARTICIPANT AGREEMENT, AND INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION AGREEMENT.

PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE AND MINOR'S LEGAL RIGHTS.

PLEASE CHECK THE BELOW BOX:

☐ BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE **LEE COUNTY SHERIFFS OFFICE, SHERIFF CARMINE MARCENO, MIROMAR OUTLET PARKING WEST, L.L.C., MIROMAR OUTLET PARKING EAST, L.L.C., MIROMAR OUTLET EAST, LLC, MIROMAR OUTLET WEST, LLC, UNIVERSITY SQUARE COMMUNITY DEVELOPMENT DISTRICT** (COLLECTIVELY "**PROGRAM SPONSORS**") FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF **PROGRAM SPONSORS**, INCLUDING ANY OF THE **PROGRAM SPONSORS** AGENTS, EMPLOYEES, PROPERTY, AND EQUIPMENT.

In consideration of being allowed to participate in the **PROGRAM SPONSORS'** services, programs, and activities, including, but not limited to, access to any and all **PROGRAM SPONSORS'** property, parking lot, facilities, programs, affiliated programs operating on any of **PROGRAM SPONSORS'** property, (collectively "**ACTIVITIES**"), provided by **PROGRAM SPONSORS** and their agents, owners, officers, directors, principals, volunteers, participants, clients, customers, affiliates, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf:

I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge **PROGRAM SPONSORS** on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities as set forth below.

The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider any and all **PROGRAM SPONSORS'** premises and facilities.

It is further warranted that such entry into any and all **PROGRAM SPONSORS'** facilities for observation or use of any facilities or equipment or participation in **ACTIVITIES** constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s).

The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby represent that (i) I/we are in good health and in proper physical condition to participate in the activities in which any and all of the **PROGRAM SPONSORS** provide; and (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in activities; (iii) I/we have not been advised against activities by a health professional.

I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in activities. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), agree to be familiar with and to abide by the rules established for the **ACTIVITIES**, which include without limitation the rules posted in any and all the **PROGRAM SPONSORS'** facilities, premises, literature, and/or any and all **PROGRAM SPONSORS'** websites. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, minor child(ren)/ward(s) while participating in the activities, and the condition and adequacy of the equipment.

(1) RELEASE OF LIABILITY: Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue any and all **PROGRAM SPONSORS**, including their suppliers, designers, installers, manufacturers of any equipment, materials, or such other material and equipment used by **PROGRAM SPONSORS** or are in or on any and all **PROGRAM SPONSORS'** facilities or premises and agree to hold **PROGRAM SPONSORS** harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by **PROGRAM SPONSORS** whether the action arises out of any damage, loss, personal injury, or death to me or my spouse, minor child(ren)/ward(s), while participating in or as a result of participating in any of the **ACTIVITIES** in or about the **PROGRAM SPONSORS'** premises or facilities. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of any of **PROGRAM SPONSORS**.

(2) INDEMNIFICATION: I understand that the known and unknown risks may be caused in whole or in part by my or my spouse or child(ren)/wards own actions or inactions, the actions or inactions of others participating in activities, or the acts, inaction or negligence of any and all of the **PROGRAM SPONSORS**, and in consideration of being allowed, along with my spouse and/or my minor child(ren)/ward(s) to participate in any and all **PROGRAM SPONSORS'** **ACTIVITIES** on the premises, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) as a result of the participation in **ACTIVITIES** in or about the **PROGRAM SPONSORS'** facility or premises, including any such loss due to any negligence of any and all

PROGRAM SPONSORS and agree to indemnify and hold harmless **PROGRAM SPONSORS** from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by any and all **PROGRAM SPONSORS** as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against any and all **PROGRAM SPONSORS** including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments any and all **PROGRAM SPONSORS** incurs in the event of such loss whether caused by the negligence any and all **PROGRAM SPONSORS** and that on behalf of myself, my spouse or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless **PROGRAM SPONSORS** for any injury, damage and/or harm myself, my spouse and/or my minor child(ren)/ward(s) cause to any and all **PROGRAM SPONSORS** or their facilities and/or to any and all other persons and entities acting in any capacity on behalf of any and all of the **PROGRAM SPONSORS**.

(3) ATTORNEYS' FEES: I promise to indemnify **PROGRAM SPONSORS** for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of **PROGRAM SPONSORS**, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(4) PHOTO RELEASE: By entering or accessing any of the **PROGRAM SPONSORS** property, premises, or facilities and participating in any **ACTIVITIES**, I hereby grant **PROGRAM SPONSORS** on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with **PROGRAM SPONSORS' ACTIVITIES** and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

(5) TERMS OF AGREEMENT: I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/ or child(ren)/ward(s) visit, access, or participate in any and all of the **PROGRAM SPONSORS' premises, facilities, and ACTIVITIES**, whether at the current location or any other location or facility. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(6) VENUE: In the event a lawsuit is filed against any and all of the **PROGRAM SPONSORS**, I explicitly agree to the sole and exclusive venue of Lee County, Florida. I further agree that the substantive law of Florida shall apply without regard to any conflict of law rules.

(7) SOVEREIGN IMMUNITY: Nothing in this Waiver or any other document related to this Waiver is intended nor shall it be construed or interpreted to waive or modify any immunities and limitations on liability or damages entitled to any of the **PROGRAM SPONSORS** provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended and the strict financial limitations set forth therein. The limitations on damages as found in the 768.28 shall be applicable to any all claims or defenses including but not limited to those arising under contract or tort.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my spouse and/or child(ren)/ward(s) right to maintain any action against **PROGRAM SPONSORS** on the basis of any claim from which I have released **PROGRAM SPONSORS** and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless **PROGRAM SPONSORS** from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by **PROGRAM SPONSORS** as a result of the participation in ACTIVITIES in or about the facility or **PROGRAM SPONSORS'** premises by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against **PROGRAM SPONSORS** related to such participation in ACTIVITIES and access to premises. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

You MUST be 18 years old or older to sign your own waiver. You MUST be the Parent or Legal Guardian to sign for a minor (under age 18).

PROGRAM SPONSORS reserve the right to review your license and/or other forms of ID to verify identity and age.

Effective Date: _____

Adult/Guardian Details:

First Name: _____

Last Name: _____

Date of Birth: _____

Minor Details:

First Name: _____

Last Name: _____

Date of Birth: _____

I HAVE READ THIS WAIVER AND ACCEPT ITS TERMS AND CONDITIONS FOR THE ABOVE MINOR AND MYSELF.

SIGNATURE _____

Carmine Marceno

Sheriff



"Proud to Serve"

State of Florida

County of Lee

**PHOTO, VIDEO, AND SOUND RECORDING RELEASE AND CONSENT
FORM**

By signing this Photo, Video and Sound Recording Release and Consent Form, I _____, irrevocably give permission to Sheriff Carmine Marceno and the Lee County Sheriff's Office including all of their officers, agents, employees, successors, licensees, and assigns ("LCSO") to take and use photographs, video or sound recordings of myself and/or my minor child for the following project/event:

_____.

This is completely voluntary and up to me.

My consent to the use of the photographs, video and sound recordings and my child's and/or my image, likeness, appearance, and voice is for forever. I fully understand that my child and/or I will not receive compensation for the use of my child's and my images, likeness, appearance, and voice now or in the future.

LCSO may use the photographs, video and sound recordings containing my child's and/or my image, likeness, appearance and voice in any manner or media, including but not limited to use on web pages and social media pages. The photographs, video and sound recordings may be used in whole or in part, alone or with other recordings. The photographs, video and sound recordings may be used for any educational, institutional, or informational purposes, or for whatever other purpose LCSO desires. LCSO has the right and may allow others outside of LCSO to copy, edit, alter, retouch, revise and otherwise change the photographs, video and sound recordings at LCSO's sole discretion. All right, title, and interest whatsoever in the photographs, video and sound recordings belong solely to LCSO.

I further give permission to LCSO to use my child's and my name, biography, and any other personal data, events, or other material in or in connection with any such uses of the photographs, video and sound recordings.

I understand and agree to the conditions outlined in this photograph, video and sound recording release and consent form. For myself and/or as the parent or legal guardian of the child named below and on behalf of myself and/or my child, I irrevocably give consent to LCSO and their respective officers, agents, employees, successors, licensees, and assigns forever to make use of my child's

Carmine Marceno

Sheriff



"Proud to Serve"

State of Florida

County of Lee

and my image, likeness, appearance, and voice in photographs, video and sound recordings as described above.

I acknowledge that I am fully aware of the contents of this release and am under no disability, duress, or undue influence at the time of my signing of this instrument.

I on behalf of myself and/or my child waive any right or claim for compensation of any kind or type whatsoever from LCSO for the use, maintenance, release, display, distribution, and publication and promulgation of these image(s)/photograph(s)/likenesses(s)/depiction(s).

I waive and release LCSO from any and all claims, demands, damages and/or liability resulting from, or related to the use, release, display, publication, distribution, publication/promulgation of any image(s)/photograph(s)/likenesses(s)/depiction(s), including, without limitation, any such claims and/or demands made by individuals or entities other than me.

I INTENTIONALLY, KNOWINGLY AND INTELLIGENTLY INTEND TO FOREVER WAIVE AND RELEASE, AND HEREBY SO WAIVE AND RELEASE ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSE(S) OF ACTION OF ANY KIND OR TYPE WHATSOEVER, WHICH I AND/OR MY CHILD MIGHT OTHERWISE HAVE, OR MIGHT HAVE AGAINST LCSO IN ANY WAY RESULTING FROM, OR RELATED TO ANY AND ALL ACTS OR OMISSIONS ON THE PART OF LCSO, WHETHER OR NOT SUCH ACTS OR OMISSIONS WERE/ARE INTENTIONAL, TORTIOUS OR NEGLIGENT AND ARISING OUT OF THE USE OR PUBLICATION OF PHOTOGRAPHS/IMAGES/VIDEOS/DEPICTIONS/SOUND RECORDINGS OF ME AND/OR MY CHILD.

SIGNATURE OF ADULT/LEGAL GUARDIAN/PARENT

DATE

PRINT NAME

PHONE

ADDRESS

E-MAIL ADDRESS

Carmine Marceno

Sheriff



"Proud to Serve"

State of Florida

County of Lee

CITY, STATE, ZIP CODE

NAME OF MINOR CHILD PARTICIPANT IF APPLICABLE

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (numeric date) day of _____ (month), _____ (year), by _____ (name of person acknowledging).

(Seal)

- ☐ _____
Signature of Notary Public
- ☐ _____
Law Enforcement Officer in
performance of Official
Duties (Per F.S.S. 117.10)

Print Name

- ☐ Personally known
OR
☐ Produced Identification

Type of Identification Produced: _____