

WAIVER, RELEASE AND INDEMNIFICATION PROGRAM / ACTIVITY PARTICIPANT FORM

Release, Waiver and Indemnification Agreement ("Agreement") for Participants

Program/Activity: **2026 Tamiami Colts Youth Tackle Football** (hereinafter referred to as "Activity")

If my child is eligible per the Miami-Dade Xtreme Youth Football League, Inc. BYLAWS, I, _____, understand and agree to allow my child to play

tackle football in Class _____ which involves participants who are _____ years of age.

NOTICE TO THE MINOR CHILD'S PARENTS OR GUARDIANS READ THIS FORM COMPLETELY AND CAREFULLY:

YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN AN ACTIVITY THAT MAY BE DANGEROUS. YOU ARE AGREEING THAT, EVEN IF THE PROMOTER OF THIS EVENT 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 THE PERSON OR ENTITIY SPONSORING THE ACTIVITY (hereinafter referred to as the Promoter") OR THE TAMIAMI COLTS\PARK FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR ANY PROPERTY DAMAGE THAT MAY RESULT FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. THE WAIVER OF THESE RIGHTS IS MORE FULLY EXPLAINED BELOW. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE PROMOTER HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

The undersigned participant, or if the participant is a minor, the participant's parents or guardians whose name appear above or who have signed this Agreement, voluntarily consent and agree that the above-named participant may engage in the Activity under the conditions of this Agreement. The undersigned(s) further agrees to the terms and conditions of this Agreement in consideration for participation in the Activity.

By executing this document, the undersigned(s) further agrees to the following:

The Participant hereby **WAIVES ANY CLAIM** against the Promoter or Park or their officers, agents and employees and does hereby **COVENANT NOT TO SUE** the Promoter, the Park or any of their officers, agents and employees for any loss, injury, or damage to person or property arising out of the Activity referred to herein above.

The Participant accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the Activity that is occurring on the Park 's property or during a Park sponsored event due to the negligence or other fault of the Participant or anyone acting through or on behalf of the Participant.

The Participant shall indemnify, defend, save and hold Park, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or

recoverable from the Tamiami Colts\Park, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the Participant, or anyone acting through or on behalf of any of the Participant, arising out of this Agreement, incident to it, or resulting from or arising out of the Activity.

The Participant shall pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the Park and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of the Participant, or anyone acting through or on behalf of any of the Participant and arising out of, or incident to, the Activity or this Agreement. The Participant has the duty to provide a defense with an attorney or law firm approved by the Park, which approval will not be unreasonably withheld.

The Participant agrees and recognizes that neither the Park nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the Participant, or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the Participant, and arising out of or concerning the Activity or this Agreement. In reviewing, approving or rejecting any acts or omissions of the Participant, or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the Participant, the Park in no way assumes or shares responsibility or liability for any of their acts or omissions.

Nothing contained in this Agreement is in any way intended to be a waiver of the limitation placed upon the Park's liability as set forth in Section 768.28, Florida Statutes. Additionally, the Park does not waive sovereign immunity, and no claim or award against the Park shall include attorney's fees, investigative costs or pre-judgment interest.

The Promoter and the Park as well as their officers, agents and employees are hereby authorized to call my physician and/or to arrange for transportation to a hospital in the event of any injury to the participant. However, it is agreed that neither the Promoter, nor the Park, or their officers, agents, employees, are responsible to do so.

The Promoter and the Park are hereby authorized to depict, for any reasonable purpose, without paying compensation to anyone, the participant's name, image, or the likeness of the participant in photographic or other works appearing in any and all media (presently known or unknown) worldwide. In the event participant is under the age of 18, both parents, or the legal guardians of participant, consent and agree that the Activity named above, provides the participant with an essential element of knowledge or life skill which may personally benefit participant's development in society.

In the event that a court of competent jurisdiction determines that the Promoter and/or the Park and/or their officers, agents or employees can not totally limit their liability as provided in this Agreement, then the Promoter, the Park and their officers, agents and employees desires to enter into this Agreement only if in so doing the Promoter and Park can place a limit on their liability as well as the liability of their officers, agents and employees for any claim for money damages arising out of the Activity, so that their liability can never exceeds the sum of \$1,000.00. Therefore, the undersigned, individually or as the parents or guardians of the participant, hereby agrees, that in consideration for the participant being allowed to engage in the Activity, neither the participant nor his or her parents or guardians shall have any right to

recover any damages to property or for personal injury or death in an amount exceeding \$1,000.00 from the Promoter or from the Park or from their officers, agent or employees.

This Agreement shall be binding on all heirs, successors and assigns of the participant, and the participant's parents and guardians if the participant is under the age of 18 years.

All of the undersigned's have fully read, understood and agree to each and every term contained in this Release, Waiver and Indemnification Agreement and they acknowledge by signing this agreement that they have had an opportunity to have this document reviewed by an attorney of their choosing.

WITNESS SIGNATURE:
GUARDIAN

PARTICIPANT/PARENT OR
SIGNATURE (if participant is under the
age of 18)

(PRINT NAME)

(PRINT NAME)

(SIGNATURE)

(SIGNATURE)