#### CITY OF DANIA BEACH, FLORIDA SOCCER PROGRAM 2018

# REGISTRATION FORM AND RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

## INSTRUCTIONS: YOU MUST COMPLETE ONE COPY OF THIS FORM FOR <u>EACH</u> PARTICIPANT

The City of Dania Beach, Florida (the "City") will be overseeing the Dania Beach Soccer Program (the "Program) which will include supervision of the volunteer coaching staff. Each coach will be required to participate in a certification training class in order to become a volunteer coach.

The Program is currently being offered to participants between the ages of four (4) years and eighteen (18) years.

The Program will consist of practice sessions to be held approximately four days per week (Monday through Thursday), weather permitting. The scheduled games have yet to be determined; however, all games will be held at CW Thomas Park located at 100 Northwest 8<sup>th</sup> Ave and Frost Park located at 300 Northeast 2<sup>nd</sup> Street, Dania Beach, Florida (the "Location").

#### REGISTRATION

Early Registration N/A

Regular Registration – N/A

Fees are *Non-Refundable* and must accompany this completed form in order to reserve your child's space - **No Exceptions!** 

### ACKNOWLEDGEMENT OF REFUND POLICY

I UNDERSTAND THE CITY OF DANIA BEACH, HAS NO REFUND POLICY FOR FEES AND CHARGES PAID TO THE CITY PARKS AND RECREATION DEPARTMENT. THE ONLY EXCEPTION TO THIS POLICY WILL BE IF THE SOCCER PROGRAM IS CANCELLED. NO OTHER CIRCUMSTANCES OR SITUATIONS WILL QUALIFY FOR A REFUND. I UNDERSTAND THE REFUND POLICY.

PARENT/GUARDIAN SIGNATURE:

MEDIA RECORDING RELEASE

I also grant permission to the City to use the child's image (in media) for use in City publications including versions of publications printed by the City, posted on its website or other electronic forms of media, or all of the foregoing.

I release the City, its employees, and its agents and grant them all rights and I freely allow them to exhibit the items in media (print and electronic form) publicly or privately and to market and sell copies for City uses only. I waive (give up) any rights, claims, or interest I may have to control the use of my child's identity or likeness in whatever forms of media are used.

I understand that there will be no financial or any other type of compensation for recording the child's image and its use as described above as well as any subsequent transmissions and playbacks.

I STATE THAT I AM OVER THE AGE OF 18 YEARS AND I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD, AND THAT I HAVE READ AND FULLY UNDERSTAND THE FOREGOING STATEMENT. I ALSO STATE THAT I HAVE THE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE CHILD AND ANY CO-PARENT OR CO-GUARDIAN AND I HAVE WILLINGLY AGREED TO SIGN THIS ONLINE APPLICATION

#### NOTICE TO THE MINOR CHILD'S PARENT(S) OR GUARDIAN(S):

**DESCRIPTION OF ACTIVITIES** The activities consist of playing soccer, including but not limited to kicking, running, jumping and other soccer related activities.

I AGREE THAT I HAVE READ THIS FORM COMPLETELY AND CAREFULLY. IN EXCHANGE FOR ALLOWING THE MINOR CHILD TO PARTIPCATE IN THE PROGRAM, I AGREE TO LET THE MINOR CHILD ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES. I AGREE THAT, EVEN IF THE CITY (THE TERM "THE CITY" MEANS AND INCLUDES ALL CITY ELECTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF THE CITY) USES REASONABLE CARE IN ALLOWING THE ACTIVITIES, THERE IS A CHANCE THE CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THESE ACTIVITIES, BECAUSE THERE ARE CERTAIN DANGERS IN THE ACTIVITIES WHICH CANNOT BE AVOIDED OR ELIMINATED, SUCH AS BUT NOT LIMITED TO PHYSICAL INJURIES WHICH OCCUR BY PLAYING SOCCER AND BY WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO LIGHTNING STRIKES). BY SIGNING THIS FORM, I AM GIVING UP THE CHILD'S RIGHT, AND MY RIGHTS, AND ANY RIGHTS OF ANY CO-PARENT OR CO-GUARDIAN TO RECOVER FROM THE CITY ANY DAMAGES OR COMPENSATION IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, SUSTAINED BY THE CHILD OR ANY PERSONAL PROPERTY DAMAGE OR LOSS THAT MAY OCCUR, INCLUDING THOSE ARISING FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITIES. I HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY HAS THE RIGHT TO REFUSE TO LET THE CHILD PARTICIPATE IN THE PROGRAM AND THE ACTIVITIES IF I DO NOT SIGN THIS FORM.

I, the undersigned parent or legal guardian, on behalf of myself and any co-parent or any coguardian and on behalf of the minor child whose name appears below, consent and agree that the below named minor child may participate in the above-described Activities. I represent that the minor child is in good health and physical condition and is fully able to participate in the Activities. I also understand that because of the types of Activities, I fully understand that there is a potential risk of accidental injury or even the possibility of death. **ACKNOWLEDGE AND AGREE THAT** THE **CITY** HAS MADE REPRESENTATIONS OR STATEMENTS OF ANY KIND UPON WHICH I CAN RELY CONCERNING THE SAFETY, CHARACTER AND NATURE OF THE PROGRAM AND THE RELATED OUTDOOR ACTIVITIES TO BE CONDUCTED.

In exchange and in consideration for allowing the minor child to participate in the Activities, **I**, **on behalf of myself**, **any co-parent or any co-guardian and the minor child**, release and agree to indemnify, hold harmless and defend the City from and against any and all manner of actions, causes of action, liabilities, controversies, agreements, promises, damages, rights, injuries, judgments, claims and demands of any nature whatsoever at law or in equity, that I or the minor child or any co-parent or co-guardian may have, now or in the future, for or by reason of the minor child's participation in the Activities, including, without limitation, claims or liabilities associated with any injuries, including death, sustained by the minor child, regardless of whether such injury to the child is caused in whole or in part by the negligence of the City. However, I do not release the City from acts or failure to act as a result of gross negligence of the City. I further agree that the City will not be held liable for death, injuries or other loss of any kind whatsoever which may occur as a result, directly or indirectly, of such participation in the Activities and I voluntarily assume the risk for the minor child of any loss, injury, death or damage to person or property, which in any way arises out of the child's participation in the above-described Activities.

I understand that the Activities involve physical contact with other individuals participating in the Activities, that the Activities will take place outdoors and that there are risks associated with exposure to weather conditions including lightning, heat and the sun. I further agree that the City will not be held liable for any loss of any personal property (for example, soccer equipment, cell telephone) of any kind for any reason and I voluntarily assume the risk of any loss of or damage to personal property.

I UNDERSTAND THAT I AM RESPONSIBLE FOR FURNISHING INSURANCE COVERAGES FOR THE MINOR CHILD IN CASE OF INJURY. I, ON BEHALF OF MYSELF, ANY CO-PARENT AND ANY CO-GUARDIAN ACCEPT FULL FINANCIAL RESPONSIBILITY FOR PAYMENT OF ANY AND ALL SUCH MEDICAL SERVICES.

Further, I, on behalf of the child, any co-parent and any co-guardian WAIVE (GIVE UP) ANY CLAIM against the City arising from loss, injury, death or damage sustained by the minor child and COVENANT NOT TO SUE the City.

Nothing in this document shall be interpreted to affect in any way the City's rights, privileges and immunities as set forth in Florida Statutes Section 768.28 (known as the "Sovereign Immunity" law). I also agree that the provisions of this document shall be binding on the heirs, successors and assigns of myself, any co-parent, any co-guardian and the minor child.

MINOR CHILD'S NAME	:		
HOME ADDRESS:			
CITY	STATE	ZIP CODE	
	) OR LEGAL GUARDIAN(S):		
HOME TELEPHONE NU	MBER(S) OF PARENT(S) OR GUA	RDIAN(S):	
CELLULAR TELEPHON	E NUMBER(S):		
	ONE NUMBERS OF ADDITIONA IT OF AN EMERGENCY:		
(NAME)	(TELEPHO	(TELEPHONE NUMBERS)	
(NAME)	(TELEPHO	(TELEPHONE NUMBERS)	
(NAME)	(TELEPHO	NE NUMBERS)	

I HAVE READ THIS DOCUMENT (OR AGREE THAT THIS DOCUMENT WAS READ ALOUD TO ME IN FULL), AND I UNDERSTAND AND AGREE TO EACH AND EVERY TERM CONTAINED IN THIS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT AND THE MEDIA RECORDING RELEASE.

WITNESS SIGNATURE	*Signature of Parent or Guardian	
PRINT NAME	PRINTED Name of Parent or Guardian	
WITNESS SIGNATURE	DATED:	, 2018
PRINT NAME		
*I state that I have full authority to sign	for the co-parent or a co-g	uardian.
IF A CO-PARENT OR CO-GUARDIAN SHE MUST SIGN BELOW.	I IS AVAILABLE TO SIG	N THIS FORM, HE OR
	(Co-Parent or Co-Co-Co-Co-Co-Co-Co-Co-Co-Co-Co-Co-Co-C	Guardian)
WITNESS SIGNATURE	SIGNATURE of Parent or Guardian	
PRINT NAME	PRINTED Name of Parent or Guardian	
WITNESS SIGNATURE	DATED:	, 2018
PRINT NAME		
ACCEPTED BY: CITY OF DANIA BEACH, FLORIDA		
PRINT Name	Title	
Signature	Date	