

**CLAY COUNTY PARKS AND RECREATION  
RELEASE, WAIVER OF LIABILITY, INDEMNIFICATION,  
AND HOLD HARMLESS AGREEMENT**



This Release, Waiver of Liability, Indemnification, and Hold Harmless Agreement (“Agreement”) is made by the undersigned Participant, in favor of Clay County, its elected officials, directors, officers, employees, agents, boards, commissions, volunteers, and departments.

**IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN ANY WAY IN THE BELOW DESCRIBED ACTIVITY HOSTED BY CLAY COUNTY PARKS AND RECREATION DEPARTMENT, I HEREBY ACKNOWLEDGE, CONSENT, AND AGREE AS FOLLOWS:**

1. I acknowledge and understand that participation in the wiffle ball game held at Oakleaf Community Park on November 9, 2024 (“Activity”) involves inherent risks, including but not limited to physical injury, property damage, or other harm. Knowing the risks of and associated with such activity, I hereby voluntarily agree to participate in the Activity. I expressly acknowledge and voluntarily assume all risks and dangers, and all responsibility for all injuries, losses, death, and damages I may sustain as a result of my participation in the Activity (whether known, unknown or foreseeable). I further acknowledge that protective equipment and personal discipline may reduce this risk of serious injury, death, or other harm.
2. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, voluntarily release, waive, relinquish, and forever discharge and hold harmless **Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its elected officials, directors, officers, employees, agents, boards, commissions, volunteers, and departments (collectively the “County”)** from any and all claims, demands, damages, actions, causes of action, including, court costs, attorneys’ fees, or other expenses, for personal or bodily injury, damage or loss of property, loss of monies, illness, exposure to communicable disease, or wrongful death, which I have or may ever have arising out of, by reason of, or in any manner related to my participation in the Activity or use of the premises, surrounding lands, parking areas, and/or appurtenant facilities near or where the Activity is held, whether caused by the negligence of the County or otherwise. I fully, clearly, and unequivocally understand and agree that this Agreement includes any claims based upon the actions, omissions, wrongful acts, or negligence of any kind of the County, including any defective conditions with the premises, surrounding lands, parking areas, and/or appurtenant facilities near or where the Activity is held.
3. I hereby agree to indemnify, save, and hold harmless the County from any claim, demand, loss, liability, damage, or cost, including court costs and attorney’s fees, it may incur due to my participation in the Activity or use of the premises, surrounding lands, parking areas, and/or appurtenant facilities near or where the Activity is held.
4. I acknowledge that the County is NOT responsible for personal property which is lost, damaged, or stolen while participating in the Activity.
5. I acknowledge that no accident or medical insurance is provided to participants while participating in the Activity.
6. Photo Release. I understand that I may be photographed while participating in the Activity. I hereby give consent to the County to make or cause photographs to be made of myself or my likeness, without regard as to whether such photograph(s) or image(s) will be or is/are intended to be used for promotional or commercial purposes. I further consent that the County shall be entitled to make and use such photographs and images of myself without any monetary compensation to me in consideration thereof. I understand that these photos will become and remain the property of the County.
7. I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any provision is held invalid or unenforceable, then it is agreed that the invalid provision(s) shall be severed, and all remaining provisions shall continue in full legal force and effect.

**ACCEPTANCE: I HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS RELEASE, WAIVER OF LIABILITY, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT, AND FURTHER AGREE THAT NO ORAL REPRESENTATION, STATEMENT, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE TO ME BY ANYONE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE AND I AM FULLY COMPETENT TO EXECUTE THIS AGREEMENT.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Print Name (Participant’s Full Name)

\_\_\_\_\_  
Date