

# Event Waiver/Release of Liability Form

In consideration of the opportunities afforded to me and/or my group by this Event Form, I, the undersigned applicant, freely agree to and make the following contractual representations and agreements:

## 1. WAIVER AND RELEASE

I, the applicant, do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury that may result from my and/or my group's use of the County facility and/or my or any person's participation in this Event, identified hereinafter during the time period I and/or my group are using the County facility and/or participating in this Event, and further agree to release, waive, discharge, and covenant not sue Lee County, its officers, agents, employees, and volunteers (all for the purposes herein referred to as "Releasees" from any and all liability or claims that may be sustained by me or any member of my group, participants, and spectators, directly or indirectly in connection with, or arising out of, my group's use of the County facility or participation in this Event as described here in, whether caused in whole or in part by the negligence of Lee County or the Releasees.

## 2. INDEMNIFICATION

I, the Applicant, agree to indemnify, release, and save harmless Lee County against any and all claims, costs, demands, damages, judgments, or injuries of any nature arising from the conductor management of, participation in any event or from any work or thing whatsoever done in or about said Lee County property, or any building or structure appurtenant thereto, or equipment thereof, during the term of the Event, or arising during such term from any act of negligence of the Applicant, members of Applicant's group, any participant in this Event, any spectator, Applicant's agent, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property or any person, persons, corporation or corporations, occurring during the Event on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought there on.

## 3. INSURANCE

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire time of the Event, general liability insurance in the amounts determined by Lee County Risk Management to protect against damages from negligence, gross negligence willful and wanton acts, or other claims arising from the use of County Property by the Applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County, a political subdivision and Charter County of the State of Florida" must be named as "additional named insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property.

## 4. PARTICIPANT'S GENERAL LIABILITY INSURANCE COVERAGE

Includes coverage for participants and spectators. This Participant's general liability coverage will primary before Lee County's self-insured liability or any insurance procured by Lee County. The insurance may not be canceled during the time of the Event, if this occurs, the County has the right to revoke approvals related to the use of the County property for the event, without recourse of the Applicant.

I agree that I have read this form, fully understand its terms, and understand that I, or anyone who may claim to have rights on my behalf, have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that, if any portion of this contract is held to be invalid, the balance not with standing shall continue in full legal force and effect.

Applicant's Name: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

Form I.D. Presented \_\_\_\_\_

Phone or Contact #: \_\_\_\_\_

Date \_\_\_\_\_

Facility: \_\_\_\_\_