# RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

**Adoption Group_____ Location:_____ Date:_____**

**Keep Tampa Bay Beautiful, Inc.** (hereinafter referred to as the "Project").

1. **Release and Waiver of Liability.** I understand and agree that by executing this agreement I am expressly assuming the risk of and releasing Keep Tampa Bay Beautiful, Inc., a private non-profit organization, Hillsborough County, the City of Tampa, the City of Temple Terrace and any sponsors of the Project, and their respective directors, officers, employees, agents, contractors or representatives (collectively, the "Released Parties") from all liability or responsibility whatsoever for any injury, death, or any other type of damages to me, my family, my heirs, my personal/legal representatives, or my assigns, however caused, that may occur as a result of my participation, including my travel to and from, the Project, including, but not limited to, injury, death or any other type of damages as a result of the negligence of any party, including the Released Parties, whether passive or active and regardless of the form of negligence. I assume full responsibility for the risk of bodily injury, death or property damage while participating, including traveling to and from, the Project, whether caused by the negligence of the Released Parties or otherwise and agree not to sue for any such cause.

2. **Indemnification.** I understand and agree that by executing this agreement that I am agreeing to defend, hold harmless, and indemnify, the Released Parties from and against all liability, losses, claims, damages, costs, attorney's fees and expenses of whatever kind and nature (the "Losses") that the Released Parties may incur due to my participation, including my travel to and from, the Project, including, but not limited to, Losses as a result of the negligence of any party, including the Released Parties, whether passive or active and regardless of the form of negligence.

3. **Execution by Minor and Parent or Legal Guardian.** In the event that any person participating in the Project is a minor, then this agreement must be signed by the minor and a parent or legal guardian of the minor. By signing this agreement, each parent or legal guardian gives permission for the minor to participate in the Project, warrants his or her authority to give such permission and further agrees, on behalf of himself or herself and on behalf of the minor, to the terms of this Agreement.

4. **Photographic Release.** By indicating yes in the photographic release column below, I agree that the Released Parties may use my likeness or photograph and name in any manner relating to my participation in the Project free of charge and without further notice or consultation.

Each of the undersigned has read and voluntarily signed this Agreement and agrees that no oral representations or statements in contradiction of this agreement have been made.

| Print Name | Minor (Y/N) | Sign Name | Email Address | Parent/Guardian Signature | Photo Release (Y/N) |
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