

**CITY OF LAKELAND WAIVER AND RELEASE OF LIABILITY
AND INDEMNITY**

PLEASE READ CAREFULLY BEFORE SIGNING

For and in consideration of the permission granted to me, or my ward, as applicable, by the City of Lakeland, to participate in the Martin Luther King Day Parade in Lakeland, Florida on _____ 2022, (the "Parade"), I, on behalf of myself, my heirs, executors, trustees, personal representatives, wards and assigns, as applicable, do hereby fully and without any reservation of any kind whatsoever, waive, release, hold harmless the City of Lakeland and its officers, directors, agents, and employees, for any personal injury or death that I may suffer, whether by omission, commission, or negligence (INCLUDING, TO THE EXTENT PERMITTED BY LAW, INSTANCES OF RECKLESSNESS OR WHERE STRICT LIABILITY OF THE CITY MAY APPLY) of the City of Lakeland, or any of them, arising out of or resulting from participation in the Parade. In making this full, final and unequivocal release, I hereby acknowledge that the Parade may constitute a hazardous area and can result in serious personal injury or death resulting from the use thereof, including, without limitation, collapse, falling objects, leaks, spills, tripping, slipping, falling down and other foreseen or unforeseen, known or unknown, apparent or hidden perils, hazards and conditions existing. Notwithstanding each and every such risk, peril, hazard and condition which may now or hereafter exist during the Parade, I hereby acknowledge and appreciate the existence of all of such matters and hereby fully and unequivocally assume any and all such risks of personal injury or death to myself, directly or indirectly associated therewith (INCLUDING, TO THE EXTENT PERMITTED BY LAW, INSTANCES OF RECKLESSNESS OR WHERE STRICT LIABILITY OF THE CITY MAY APPLY). I acknowledge and agree that my agreement to the terms hereof is a material inducement and a condition precedent to the granting of permission by the City of Lakeland for my participation in the Parade. To the fullest extent permitted by laws and regulations, I, on behalf of myself, my heirs, executors, trustees, personal representatives wards and assigns, as applicable, shall defend, indemnify, and hold harmless the City of Lakeland, its officers, directors, agents, and employees from and against all claims, damages, losses, court costs and expenses, direct or indirect, including negligence (including but not limited to fees and charges of physicians attorneys and other professionals) relating to any personal injury or death suffered directly or indirectly by me during the Parade.

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The City of Lakeland has put in place preventative measures to reduce the spread of COVID-19. However, the City of Lakeland cannot guarantee that you will not become infected with COVID-19. Further, participation in the City of Lakeland's Parade could increase your risk of contracting COVID-19.

By signing this Release and Waiver of Liability and Indemnity Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the Parade and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 through such use may result from the actions, omissions or negligence of myself and others, including, but not limited to, City employees, volunteers and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim, liability or expense of any kind ("Claims"), that I may experience or incur in connection with my participation in the Parade. On my behalf, I hereby release, covenant not to sue, discharge and hold harmless the City of Lakeland, its officers, employees and agents of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand that this release includes any Claims based on the actions, omissions or negligence of the City of Lakeland, its officers, employees and agents, whether a COVID-19 infection occurs before, during or after participation in the Parade.

The parties agree that to the extent the written terms of this release conflict with Florida laws, statutes, or public policy, the written terms of this Waiver and Release of Liability and Indemnity shall be deemed by any court of competent jurisdiction to be modified in the most limited extent possible and in such a manner as to be in full and complete compliance with all such laws, statutes, or public policy, and to not contain any unenforceable, or prohibited term or terms, such that this Release shall be fully enforceable in accordance with and to the greatest extent permitted by Florida Law.

By: _____
Signature of Parade Participant

DATE: _____

Printed Name of Parade Participant