

## The Lakeland MLK Parade Waiver, Release & Hold Harmless Agreement

This is to certify that \_\_\_\_\_ (the participant or the parent/legal guardian of the participant) hereby agrees to waive, release, absolve, and covenant not to sue the City of Lakeland and the Education Enlightenment Group Inc., including any of its officers, employees, volunteers, organizers, sponsors, participants, representatives, and agents, for any and all claims, including claims for equitable or injunctive relief, actions, damages, loss or injury of any kind including personal injury, bodily injury, death, and property damage, liabilities, and expenses, including reasonable attorneys' fees and costs, in connection with or arising from my entry, participation and/or travel in any activities of any kind in any way connected to The MLK Parade. **This release includes a release for any and all losses or injuries arising out of any and all negligent or wrongful acts or omissions of the City of Lakeland and the Education Enlightenment Group Inc., including any of its officers, employees, volunteers, organizers, sponsors, participants, representatives, and agents specifically concerning or arising out of any activities of any kind and in any way connected to The Lakeland MLK Parade, including any risk or hazard in transportation associated with participation.**

I further agree to assume liability for and indemnify, hold harmless, and defend the City of Lakeland and the Education Enlightenment Group Inc., including any of its officers, employees, volunteers, organizers, sponsors, participants and agents of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind of nature, including claims for personal injury, property damage, relief, or loss of use, arising out of my entry, participation and/or travel in any activities of any kind in any way connected to The Lakeland MLK Parade whether or not due to or caused by the negligence of the City and/or the Education Enlightenment Group Inc., including all of its officers, employees, volunteers, organizers, sponsors, participants, representatives and agents. The obligations contained in this provision shall survive the termination of this Agreement and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City of Lakeland may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF LAKELAND OR EDUCATION ENLIGHTENMENT GROUP INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH**

**CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF LAKELAND OR THE EDUCATION ENLIGHTENMENT GROUP INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF LAKELAND AND THE EDUCATION ENLIGHTENMENT GROUP INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

By signing this Agreement, I agree to abide by all rules and policies set forth by the City of Lakeland and Education Enlightenment Group Inc., as it relates to The Lakeland MLK Parade. I understand that the City of Lakeland and/or Education Enlightenment Group Inc., may change or modify the rules and policies as needed for The Lakeland MLK Parade. If any portion of this Agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect.

Please read carefully before signing. **This Waiver, Release & Hold Harmless Agreement is signed of my own free act and will.**

\_\_\_\_\_  
 Name of Participant Date

\_\_\_\_\_  
 Signature of Participant  
 (if participant is 18 years or older)

\_\_\_\_\_  
 Printed

Name of Parent or Legal Guardian

\_\_\_\_\_  
 Signature of Parent or Legal Guardian  
 (if participant is under age 18)

Name of Organization: \_\_\_\_\_

Float #: \_\_\_\_\_