

LIABILITY RELEASE FORM 2021

LIABILITY RELEASE FORM

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR PARTICIPATION IN ACTIVITIES AT OR IN CONJUNCTION WITH THE PREP, INC. OR SOUTH TAMPA COMMUNITY CENTER, LLC, NOW OR ANY TIME IN THE FUTURE.

**Participant's Full Legal Name
(Required):** _____

(First Name, Middle Name, Last Name)

The Participant named above intends to participate in activities located at, or offered in conjunction with, the South Tampa Community Center, LLC, The Prep, Inc., and The Prep of South Tampa, including all other programs and organizations utilizing the facilities. These commercial activity providers, organizations and activities will be called "The Prep" in this document.

I, the named participant, or their parent or legal guardian, (collectively "Participant"), understand that undertaking these activities carries known and unknown risks, including property damage or personal injury to the participant, up to and including death. Because of these risks, Participant agrees to abide by all safety rules, advisories, directions or regulations associated with their chosen activities. Participant voluntarily assumes any and all risks inherent in the activity or otherwise associated with participation in the activity, and assumes all liability connected with activities through The Prep.

Participant also waives and releases any and all claims arising out of or in any way related to activities or events on the premises of The Prep or occurring in conjunction with activities connected with The Prep, including claims for economic or non-economic damages arising out of bodily injuries, up to and including death, or claims for property damage. Participant, for themselves or for anyone acting as their representative, specifically acknowledges that this waiver of liability includes all claims, including those arising out of the condition of the property and those arising out of the negligence or gross negligence, that may or may not be directly caused by The Prep, through either the actions or inactions of The Prep, its officers, members, sponsors, affiliates, employees, agents, contractors, or volunteers.

Participant absolutely and unequivocally agrees to indemnify, release, save and hold harmless The Prep, its officers, members, sponsors, affiliates, employees, agents, contractors, or volunteers, or their assigns and successors in interest from any claim, demand or liability (whether claimed by the Participant or another person or entity), including claims for attorney's fees, costs, or damages, which may arise out of any claims for loss, property damage, bodily injury or death, including those arising out of the condition of the property and those arising out of the negligence or gross negligence, that may or may not be directly caused by The Prep, its officers, members, sponsors, affiliates, employees, agents, contractors, or volunteers.

Participant understands that this agreement extends forever into the future and will have full force and legal effect for each and every visit or activity at The Prep.

In the event there is a dispute over the terms of this agreement, and a part of it is found void or unenforceable, The Prep and Participant agree that the remaining parts will remain in full force and effect. Any disputes arising out of this agreement, or arising out of activities held at or in conjunction with The Prep, will be governed by the substantive law of Florida and will be venued in Hillsborough County, Florida.

Participant, by signing this document, agrees that they have had a sufficient opportunity to read and understand this entire document and consult with legal counsel if desired, or has waived the right to do so.

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**Participant's Name
(Required):** _____

**Participant's Date of Birth
(Required):** _____

**Signature of Participant or Parent/Guardian
(Required):** _____
(if Participant is under 18)

**Relationship to Minor if
applicable:** _____

Today's Date (Required): _____

Reviewed: September 2021

All participants will need their own form