RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT

I, _____, for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries, and hazards to myself incidental to, or as a result of, participation in **The Phantom Airborne Brigade Water Jump,** including transportation to and from the said activity. I acknowledge the fact that this program may have, and/or do involve, distinct or inherent risks of physical injury or possibly even death, and physical contact or other conditions or factual circumstances where physical or other injuries may occur, due to the nature of the activity. I do hereby waive, release and agree to indemnify and hold harmless the City of Tavares, its officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the City of Tavares, its agents or employees and sponsors or activity supervisors, arising from my participation in the said activity. I assume all risk of injury, liability, and loss arising from my participation or presence at said activity. I acknowledge that the City of Tavares will not assume any costs relating to any injury while I am involved in this activity.

This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of the City of Tavares or activity sponsor permitting my participation in the activity or program at issue and in further consideration of the City of Tavares not requiring self-funded liability insurance coverage on my part as a condition precedent to my participation in the activity. I freely and voluntarily assume all risk of loss or injury arising from my participation in the activity whether due to my negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and indemnification, the City of Tavares or other sponsors of the activity would not have offered me the access to the activity because of unacceptable exposure to civil liability claims, or the expense of providing a program that is risk-free.

I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I might otherwise be entitled if I am hurt or suffer loss during my participation in that activity.

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT.
YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.
YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

SIGNED THIS _____ DAY OF _____.

Signature: _____

Signed in the presence of the following witnesses:

_____ _____