

**WAIVER AND RELEASE OF LIABILITY**  
**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, Lakeland Vision, and Lakes Education/Action Drive (“LE/AD”) to participate in the Cardboard Boat Race on September 06, 2008 (the “Race”), 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 and hold blameless the City of Lakeland, Lakeland Vision, LE/AD and their officers, directors, agents, and employees, for any personal injury or death that I may suffer, whether by omission, commission, negligence or negligent supervision; (INCLUDING, TO THE EXTENT PERMITTED BY LAW, INSTANCES OF A STATUTORY OR REGULATORY DUTY, RECKLESSNESS OR WHERE STRICT LIABILITY OF THE CITY, LAKELAND VISION, AND LE/AD MAY APPLY) of the City of Lakeland, Lakeland Vision, and LE/AD or any of them, arising out of or resulting from the Race. In making this full, final and unequivocal release, I hereby acknowledge that the Race course where the Race is occurring contains variable terrain, obstacles and fixtures that may constitute a hazardous area and can result in serious personal injury or death resulting from the use thereof, including, without limitation, crashes, 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 on the Race Course. Notwithstanding each and every such risk, peril, hazard and condition which may now or hereafter exist on the Race Course, 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 (or my ward, as applicable) directly or indirectly associated therewith (INCLUDING, TO THE EXTENT PERMITTED BY LAW, INSTANCES OF A STATUTORY OR REGULATORY DUTY, RECKLESSNESS OR WHERE STRICT LIABILITY OF THE CITY, LAKELAND VISION AND LE/AD 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, Lakeland Vision, and LE/AD for me or my ward to participate in the Race. 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, Lakeland Vision, and LE/AD, its officers, directors, agents, and employees from and against all claims, damages, losses, court costs and expenses, direct or indirect, including negligence and negligent supervision (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 or my ward during the Race. 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 Release 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, to constitute the fullest and most complete release of liability permitted by law 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.

I acknowledge that I have read the foregoing and agree to be fully bound thereby.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature (Parent or Guardian if under the age of 18)

\_\_\_\_\_  
Minor's Name

**WAIVER AND RELEASE OF LIABILITY (continued)**

**State of Florida**  
**County of Polk**

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008  
by \_\_\_\_\_. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification and did \_\_\_\_\_ did not \_\_\_\_\_ take an oath.  
(State Drivers License Number)

\_\_\_\_\_  
Signature of Person  
Taking Acknowledgement

\_\_\_\_\_  
Printed Name of Person  
Taking Acknowledgement

\_\_\_\_\_  
Notary Seal