

Police Athletic League of Tampa

PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, and ASSUMPTION OF RISK

On behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate sign this Participant Agreement,

Release of Liability, and Assumption of Risk in consideration of being permitted by Police Athletic League of Tampa to participate in their activities and to use its equipment and facilities, and their agents, owners, members, shareholders, directors, officers, partners, employees, volunteers, participants, manufacturers, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "PAL"), I hereby agree to **release, indemnify, hold harmless and discharge** "PAL" as follows:

1. I acknowledge that my participation in PAL events, games or activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, but are not limited to: Slipping and falling, collision with fixed objects or people, injuries that include: sprains, fractures, scrapes, bruises, cuts, dislocations, pinched fingers, and serious injuries to the head, back or neck; the negligence of other participants or myself; my own physical condition; and, physical contact with others. Traveling to and from event locations raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.
2. I agree to follow the rules of PAL and to abide by their directions. I know of the risks involved in this participation, understand that serious injury, and even death, is possible in such participation, and choose to accept such risks. I voluntarily accept any and all responsibility for my own safety and welfare while at PAL, with understanding of the risks involved. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless PAL from any and all claims, demands, or causes of action, which are in any way connected to my participation in this activity or my use of PAL equipment or facilities, **including any such claims that may arise out of the negligence of PAL and/or their employees.**
4. Should PAL or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participation, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
6. I agree to release, defend, indemnify and hold harmless PAL in the event they are made a party to a lawsuit as a result of my negligence on the property. Such shall include attorney's fees in the event PAL is required to defend themselves.
7. In the event that I file a lawsuit against PAL, I agree to solely in the state of Florida and I further agree that the substantive law of Florida shall apply in that action without regard to the conflict of the law rules of that state. I agree that any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
8. I agree as an adult participant, and/or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at PAL, grant PAL the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with PAL to use the photograph and/or recording for all purposes, including advertising and promotional purposes in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without any compensation of any kind. All photographs and/or recordings are exclusive to PAL.

By signing this document, I acknowledge that if anyone is hurt or property damage during my participation in this event or activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against PAL on the basis of any claim from which I have released herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Parent, Guardian, or Participant: _____

Print Name: _____