

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND IMDEMNITY AGREEMENT**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD(REN) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, ILLNESS, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE SOUTH VENICE BEACH ENDOWMENT TRUST; IT’S BOARD, TRUSTEES, EMPLOYEE(S) AND AGENTS (“THE RELEASEES”).**

**If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.**

I, \_\_\_\_\_ on behalf of myself

(If you have minor children: add first & last names here with dates of birth: \_\_\_\_\_

\_\_\_\_\_  
(names of minor children – first & last names)

I Reside at \_\_\_\_\_ in \_\_\_\_\_,  
[Street Address] [City] [State] [Zip]

In consideration for allowing me and/or (or my minor child(ren)) to use the South Venice Beach Trust (SVBET) Ferry and Beach Community Building located at 4800 Lemon Bay Drive, Venice, FL 34293 behalf of myself, my child(ren) or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

- RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the SVBET, its Board, Trustees, employees and/or Agents, for any loss, illness, liability, damages, or cost whatsoever arising out of or related to any loss, illness, damage, and/or injury (including death) to my person and/or property.
- RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the SVBET, its Board, Trustees, employees and/or Agents, for any loss, illness, liability, damages, or cost whatsoever arising out of or related to any loss, illness, damage, and/or injury (including death) to my child(ren) listed on this form and/or their person.
- INDEMNIFY, AND SAVE AND HOLD HARMLESS** the SVBET, its Board, Trustees, employees and/or agents from and against any loss, illness, liability, damage or cost they may incur arising out of or in any way connected with my use of the SVBET Ferry House or Office.
- The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Florida** and is intended to be as broad and inclusive as is permitted by Florida Law (USE AT YOUR OWN RISK), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
- Acknowledge that this document is a contract** and agree that if a lawsuit is filed against the SVBET, or its Board, Trustees, agents, and/or employees, for any injury, illness or damage in breach of this contract, the Undersigned will pay all attorney’s fees and costs incurred by the SVBET, its Board, Trustees, agents and/or employees in defending such an action.

**If signing on behalf of a minor listed above, I certify that I am the parent and/or legal guardian of the above named minor.**

\_\_\_\_\_ Date \_\_\_\_\_ Signature – Relationship to minor \_\_\_\_\_

**I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release the SVBET, it’s Board, Trustees, employees and/or agents for all claims related to the liability for transmission and/or contraction of any illness/disease/injury/death/damage from using the SVBET Ferry, Ferry House or Office. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releaseses allowing me and/or my child(ren) to use the SVBET. I have considered the risks involved and I have concluded the risks involved and the release and waiver of liability are worth the use of the SVBET Ferry, Ferry House or Office.**

\_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_