

**NOTICE:** This document is a release, assumption of risk, indemnity, and waiver of liability ("Agreement"). This Agreement is a voluntary, legally binding agreement and, once signed by the individual identified as Releasor below, has legal consequences. **Please read it carefully before signing.**

**TO: Fort Lauderdale Rotary Club; City of Fort Lauderdale; Bobby Rodriguez Productions LLC; Stoked on Salt, Inc** (collectively referred to herein as "Releasees"):

In connection with my voluntary participation in the **Fort Lauderdale Pirate Fest**, (referred to herein as FEST) to be held on Sat. April 29<sup>th</sup>, 2023, on my own behalf, and on behalf of any minor children or other dependents participating in the FEST that I am legally responsible for, which individuals are identified at the bottom of this Agreement (collectively, "Participants"), I freely agree to and make the following representations and agreements. The party signing this Agreement is referred to as "Releasor". Releasor and Participants have no known health problems that would hinder or be aggravated by participation in the FEST. I knowingly, freely, and voluntarily participate in activities associated with the FEST. I acknowledge and understand that there are known and unknown, risks, and social and economic losses associated with exposing me to these activities that could result in bodily injury, partial and/or total disability, paralysis, and death.

Releasor, individually and on behalf of all Participants, hereby releases, waives, discharges, and covenants not to sue Releasees or its past, present, and future officers, agents, employees, event sponsors, and contractors from any and all liability or claims for damages that may be sustained by Releasor, any Participant, or both, including without limitation, claims for personal injury, property damage, economic and non-economic losses, and any rights or claims that may arise directly or indirectly in connection with participating in the FEST, even if caused in whole or in part by negligence, action, or inaction of the Releasees, a third-party contractor, any other volunteer, or any combination of individuals and entities. Releasor, individually and on behalf of all Participants, agrees to release the Releasees from any liability or responsibility and agrees to defend and indemnify the Releasees for any injuries or damages to third parties that may arise from the Releasor's and all Participants' voluntary participation in the FEST.

Releasor hereby represents to Releasees that Releasor has the full legal authority to enter into this Agreement on Releasor's own behalf and on behalf of each Participant. Releasor agrees individually and on behalf of all Participants that the above representations are binding upon each of them and are not mere recitals, and that Releasees are relying on such representations in granting consent to Releasor and Participants to engage in the FEST. Should Releasor, a Participant, or any heir or assign of either, assert a claim in contravention of this Agreement, Releasor and each claimant shall each be liable, jointly and severally, for all expenses (including legal fees) incurred by Releasees in defending such claim. In the event any Participant, or any individual or party asserting a claim on behalf of any Participant, brings a claim against Releasees arising out of the FEST, Releasor agrees to fully indemnify, hold harmless, and defend Releasees from all such claims. This Agreement cannot be amended orally and handwritten edits to this Agreement, with the exception of inserting the date of the FEST and completing the form at the end of this document, are invalid.

As additional consideration for being permitted to engage in the FEST, Releasor, individually and on behalf of each Participant, grants full permission to County to create and use photographic images, video and audio recordings, and any other record of the Releasor, the Participants, and the FEST for advertising, marketing, promotion, and any other legitimate

purpose whatsoever (including marketing and promotional purposes), without the expectation of or entitlement to compensation.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement or participation in the FEST shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

Releasor affirms that Releasor is at least 18 years old, has read this Agreement, fully understands its terms, and understands that Releasor, individually and on behalf of each Participant, has given up substantial rights to bring any claim or suit against Releasees by signing it. Releasor has signed this Agreement freely and without any inducement or assurance of any nature, was provided sufficient opportunity to consult with an attorney prior to signing it or has knowingly and voluntarily waived those rights, and intends this Agreement to be a complete and unconditional release of any and all liability to the greatest extent allowed by law. This Agreement is valid and enforceable by Releasees upon Releasor's signature of this document and does not require the signature of Releasees. Releasor further agrees that if any portion of this Agreement is held to be invalid, the balance notwithstanding shall continue in full legal force and effect.

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**COMPLETE BELOW FOR RELEASOR AND ALL PARTICIPANTS (EACH PARTICIPANT OVER THE AGE OF SEVENTEEN MUST PERSONALLY COMPLETE THIS AGREEMENT BEFORE PARTICIPATING)**

Releasor (Print Name): \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Releasor Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Emergency Contact Name and Phone Number: \_\_\_\_\_, \_\_\_\_\_

Legal Names of all other Participants: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_