



RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

In consideration of being allowed to use the facilities and participate in programs, events, and activities (the “Programs”) at all parks owned by the City of Cape Coral, Florida, including, but not limited to, Lake Kennedy Racquet Center (the “Facility”), Participant, and Participant’s parent(s) or legal guardian(s) if Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1)TO WAIVE ALL CLAIMS that they have or may have against the City of Cape Coral, LKRC SFM, LLC, Sports Facilities Management, LLC, and their owners, affiliates, operators, employees, agents, and officers arising out of Participant’s participation in the Programs, or the use of any fixtures, furniture, and equipment (the “Equipment”) provided by Facility. Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the City of Cape Coral, LKRC SFM, LLC, Sports Facilities Management, LLC, and their owners, affiliates, operators, employees, agents, and officers to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct.

2)TO ASSUME ALL RISKS of participating in the Programs and using the Equipment, even those caused by the negligent acts or conduct of the City of Cape Coral, LKRC SFM, LLC, Sports Facilities Management, LLC, and their owners, affiliates, operators, employees, agents, and officers. Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

3)TO RELEASE the City of Cape Coral, LKRC SFM, LLC, Sports Facilities Management, LLC, and their owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that Participant (or his/her



next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment; and

4)TO INDEMNIFY the City of Cape Coral, LKRC SFM, LLC, Sports Facilities Management, LLC, and their owners, affiliates, operators, employees, agents, and/or officers from all liability for any loss, damage, injury, death, or expense that Participant (or his/her next of kin) may suffer, arising out of participation in the Programs and use of the Equipment.

Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect Facility before any participation.

Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Programs, Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of Facility.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the state of Florida, the remaining portions of the Agreement shall remain binding and available for use by Facility and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if Participant is UNDER 18.