



ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

The facilities and activity programs offered by the Tri-Par Estates Park and Recreation District (hereafter "District") have been designed and established to provide beneficial physical exercise without compromising the health or safety of the people who utilize the facilities or participate in the programs. The undersigned acknowledges that there exist inherent risks of injury in connection with the participation in any of the physical activities offered on these premises, including but not limited to: pickleball, shuffleboard, pool table, miniature golf, yoga, billiards, and any pool related activities, and any exercise equipment and participation in any exercise programs or activities (hereafter "TP Activities.") The District urges all participants to obtain a physical examination from a duly licensed physician before participating in any District physical activities or exercise programs.

In consideration of the District's agreement to permit the undersigned and the undersigned's guests, invitees, and family to utilize the District's fitness center, activities courts, building facilities and or participate in District activity programs including but not limited to TP Activities, the undersigned hereby knowingly and voluntarily assumes the risks, both known and unknown, inherent in the use of the District's facilities and participation in the District's TP Activities, including without limitation, injury to bones, muscles, joints, fainting, abnormal blood pressure, heat stress, disorders of heart rhythm, heart attack, stroke, permanent disability or possible death.

The undersigned, for the undersigned and the undersigned's invitees, guests and family agrees to release, indemnify, defend and hold harmless the District, its affiliates, successors, and assigns, its members, officers, board members, attorneys, agents, employees, and any persons or entities related to the foregoing (hereafter the "Indemnified Parties"), to the full extent permitted by law, from and against any and all claims, suits, actions, causes of action, losses, liabilities, damages, including without limitation, any personal injury, loss of life or damage to property, whether direct or indirect or consequential as a result of or in any way related to the use of the District's facilities and participation in the TP Activities by the undersigned and the undersigned's invitees, family and guests. This provision shall include an obligation to indemnify the Indemnified Parties for, from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to all trial, appellate and bankruptcy levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claims, suits, action, causes of action, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgements or decrees which may be entered relating thereto.

Individuals are required to comply with the age requirements for utilizing facilities and engaging in any TP activities or related programs, as detailed in the policy and rules manual pertinent to each specific activity. The undersigned acknowledges that the undersigned has had an opportunity to ask questions. Any questions the undersigned has asked have been answered to the undersigned's complete satisfaction.

I am fully aware and understand that the District does not employ or contract with any medical service providers for ordinary or emergency medical services, including but not limited to emergency cardiovascular assistance. I will be fully responsible for any use I make of medical supplies or equipment which may be found on the premises and agree that the terms of this waiver and release shall apply to any person who in good faith uses such supplies or equipment to assist me if I am incapacitated or in need of assistance.

The undersigned has read this agreement, fully understands its terms, acknowledges, and understands the risks set forth herein and knowingly agrees to assume and accept full responsibility for such risks. This



agreement constitutes the sole and entire agreement of the District and me with respect to the TP Activities contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to TP Activities. If any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

All matters arising out of or relating to this agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any claim or cause of action arising under this agreement may be brought only in the federal and state courts located in Sarasota County, Florida and I hereby consent to the exclusive jurisdiction of such courts.

By signing below, I am acknowledging I have read and understand the above ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY.

Name (Print): _____ Date: _____

Signature: _____

Parent/Guardian Name (Print): _____ Date: _____
(If above is under 18 years old)

Parent/Guardian Signature: _____