

David Daley

**HOLD HARMLESS AGREEMENT,
WAIVER AND RELEASE**

ACTIVITY:

ACKNOWLEDGEMENT

1. I, James R Bunn II, ("PARTICIPANT") hereby VOLUNTARILY and KNOWINGLY chose to participate in the above-described activity offered by the City of Pompano Beach specifically described as follows: Pompano Beach Saltwater Circuit (Activity or Activities) and that I am eighteen (18) years of age or older; and

2. By signing this HOLD HARMLESS AGREEMENT, WAIVER, and RELEASE, PARTICIPANT acknowledges and understands the risk involved with participating in the above-referenced activity. PARTICIPANT voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to myself, including but not limited to, personal injury, disability, illness, loss, death, or expense of any kind, that PARTICIPANT may experience or incur in connection with his/her participation in this activity; and

3. Accordingly, PARTICIPANT ACKNOWLEDGES that the City of Pompano Beach and/or its Officials, Officers, employees, agents or representatives herein referred to as "RELEASEE", are not responsible for any bodily injury, death or property damage sustained while participating in the above described City of Pompano Beach activity. PARTICIPANT further, expressly RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, RELEASEE from any and all liability to the above-named PARTICIPANT, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore whether caused by negligence of RELEASEE or otherwise while PARTICIPANT is engaged in the above-referenced activity; and

4. In the event that the above-named PARTICIPANT sustains physical injury while participating in the above-referenced program, I hereby authorize and request that I as PARTICIPANT receive emergency treatment from the City of Pompano Beach's attending physician or from any individual or individuals licensed by the State of Florida as a Medical Service Unit as well as any hospital in the State of Florida.

5. PARTICIPANT further expressly agrees that the foregoing HOLD HARMLESS AGREEMENT, WAIVER AND RELEASE is intended to be as broad and inclusive as is permitted by the laws of this State and County and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

6. THE PARTICIPANT HAS READ AND VOLUNTARILY signs this HOLD HARMLESS AGREEMENT, WAIVER AND RELEASE and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.



Participant Signature

James R Bunn II

Print Participant Name

3/12/25

Date