

**HOLD HARMLESS AND WAIVER FOR MINORS
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**("Agreement") for
FORWARD PINELLAS**

operating as the metropolitan planning organization/MPO
(this form is for Minor Participants only)

IN CONSIDERATION of being permitted to participate in any way in Forward Pinellas and City of Gulfport sponsored Bicycling Activities ("Activity") as the parent or guardian of a minor child participating in activities using any facilities of the City of Gulfport, Florida and biking with Forward Pinellas:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities and that my child is qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe or beyond my child's physical capabilities, I will immediately discontinue further participation in the Activity for myself and my child

2. Acknowledge and understand that: (a) BICYCLING INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my child's own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of others to include the RELEASES named below; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES my child may incur as a result of my participation in the Activity.

3. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE on behalf of said child, for myself and my spouse, if any, Forward Pinellas and the City of Gulfport, including its agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (collectively the "RELEASEES") FROM ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTIVE OR PASSIVE, SIMPLE OR GROSS, NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO INCLUDE NEGLIGENT RESCUE OPERATIONS.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I HAVE READ THIS RELEASE	Name of Child:	Signature of Parent/Guardian	<i>March 10, 2023</i>
	Child's DOB:		
	Name of Parent/Guardian:		