

RELEASE AND HOLD HARMLESS AGREEMENT
FOR ADOPT-A-BEACH PROGRAM 2011
VOLUNTEER (MINOR)

This Release and Hold Harmless Agreement is executed on behalf of _____, a minor, by and on behalf of _____, the minor's parent or legal guardian. The undersigned will be referred to as "the minor" and the parent or legal guardian will be referred to as the Releasor".

Releasor, on behalf of himself or herself and on behalf of the undersigned minor, specifically and expressly acknowledges that the minor will be acting as a volunteer in the Adopt-a-Beach Program for 2011, which is being conducted and coordinated by Environmental Coalition of Miami and the Beaches (ECOMB). Releasor, on behalf of himself or herself and also for the above-named minor and for the child's personal representative, heirs, next-of-kin and assigns, freely and of his or her own volition specifically agrees to remise, release, forever discharge and hold the City of Miami Beach and ECOMB, and their respective successors assigns, servants, employees, elected and appointed officials, all herein after referred to as "Releasees", harmless from any and all claims, actions, demands or damages, including but not limited to, accidents, injury, death or damage to the minor's person or property, arising or resulting from the minor's participation as a volunteer during the Adopt-A-Beach 2011 Program. Releasor's obligation shall not include the obligation to indemnify Releasees from and against any actions or claims which arise or are alleged to have arisen from negligent acts, omissions or other wrongful conduct of Releasees and their respective officers, employees and agents.

Releasor, on behalf of himself or herself and on behalf of the above-named minor, expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and affect.

Releasor, on behalf of himself or herself and on behalf of the undersigned minor, further releases Releasees from any claim whatsoever on account of first aid, treatment, or services rendered to the minor during his/her participation in the aforestated activities/event.

This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital.

Initials of Releasor _____

RELEASOR FURTHER STATES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS AND MEANING AND FULLY REALIZES THAT PARTICIPATING IN THE AFORESTATED ACTIVITIES MAY EXPOSE HIMSELF OR HERSELF AND THE MINOR TO DANGERS AND HAZARDS WHICH MAY ARISE IN CONNECTION WITH THE AFORESTATED ACTIVITIES AND SIGNS THIS RELEASE AS HIS/HER OWN FREE AND VOLUNTARY ACT.

Dated this _____ day of _____, 2011

Releasor

Address

Telephone Number

Witness

Witness