

**GUEST WAIVER  
BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
POOL LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT**

READ THIS FORM COMPLETELY AND CAREFULLY. This Pool Liability Waiver and Hold Harmless Agreement ("Waiver") must be completed and properly executed by each Resident, family member, and guest, including minor children, prior to use of the Pool.

I, \_\_\_\_\_ ("Resident"), and/or Parent/Legal Guardian of the below listed children, on behalf of myself, my family, and those authorized by me, in consideration of the right to use and benefits associated with use of the Pool of the Bayshore Gardens Park and Recreation District ("District"), hereby RELEASE, WAIVE, INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, along with its officials, employees, officers, volunteers, and agents, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by us or our child(ren), or to any property belonging to us, WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise, while engaged in, arising out of, or related to the use of the Pool.

I am fully aware of the risks and hazards associated with use of the Pool, including the risk of injuries which can cause death, and hereby voluntarily elect to participate in use of the Pool and permit our minor child(ren) to participate in use of the Pool, knowing that activities may be hazardous to us, our child(ren), and our property. WE VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by us or our child, or any loss or damage to property owned by us or our child, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise.

We further hereby agree to INDEMNIFY AND HOLD HARMLESS THE DISTRICT from any loss, liability, damage, or costs, including court costs and attorney's fees, that may incur due to my or my child(ren)'s use of the Pool WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise.

It is my express intent that this Waiver shall bind the members of our family and spouses, if we are alive, and our heirs, assigns, and personal representative, if I am or my child(ren) is deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the District. We hereby further agree that this Waiver shall be construed in accordance with the laws of the State of Florida.

In signing this Waiver, I acknowledge that the District is an independent park and recreation district of the State of Florida that enjoys sovereign immunity pursuant to Section 768.28, Florida Statutes. The execution of this Waiver is not a waiver of any sovereign immunity provision provided pursuant thereto, or any other such provision provided by law.

In signing this Waiver, I acknowledge and represent that I have read and understand the foregoing provisions; that I sign this Waiver voluntarily and as my own free act and deed; that no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; that I am at least eighteen (18) years of age and fully competent; and that I execute this Waiver for full, adequate, and complete consideration fully intending to be bound by same.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST THE DISTRICT.**      **ADDRESS OF B.S.G. RESIDENT:** \_\_\_\_\_

Print Name	Signature	Date
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Print Name	Signature	Date
(must be Parent/Guardian if minor under the age of 18) <b>Copy of Identification required.</b>		

Minor Child	Minor Child	Minor Child
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Bayshore Gardens Park & Recreation District	Title	Date
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