

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Liability Release

WHEREAS, _____ (herein "PARTICIPANT") has voluntarily requested, from the South Florida Water Management District (herein "DISTRICT"), to participate in the following described activities: _____ and

the aforementioned activities shall commence on ____/____/20____, and end on ____/____/20____. This release shall extend to all activities including, but not limited to those which may involve the use of DISTRICT transportation (motor vehicles, watercraft, aircraft, or other transportation), buildings, structures, walkways, and other equipment (owned, leased, or rented by DISTRICT, PARTICIPANT, contractors and/or third parties) and/or the use of canals and other bodies of water, property (real or personal), and surrounding rights of way owned or occupied by the DISTRICT (herein collectively referred to as "DISTRICT PROPERTY");

WHEREAS, this Liability Release is intended to supplement the limitation of liability set forth in Section 373.1395, Florida Statutes, and in no way limits, diminishes or alters that limitation of liability;

WHEREAS, the novel coronavirus (herein "COVID-19") has been declared a worldwide pandemic by the World Health Organization and is reported to be extremely contagious;

WHEREAS, the Governor of the State of Florida declared a state of emergency in the State of Florida due to COVID-19;

WHEREAS, the state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air;

WHEREAS, people reportedly can be infected and show no symptoms but still spread the disease, and therefore, the exact methods of spread and contraction are unknown;

WHEREAS, there is no known treatment, cure, or vaccine for COVID-19;

WHEREAS, evidence shows that COVID-19 can cause serious and potentially life-threatening illness and even death;

WHEREAS, DISTRICT cannot prevent PARTICIPANT from becoming exposed to, contracting, or spreading COVID-19 while utilizing DISTRICT PROPERTY;

WHEREAS, it is not possible to prevent against the presence of the disease, therefore, if you choose to participate in the above described activities and/or utilize DISTRICT PROPERTY you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19; and

WHEREAS, notwithstanding the foregoing, the DISTRICT is willing to allow use of DISTRICT PROPERTY to facilitate the above identified activities upon the representations and conditions that PARTICIPANT agrees to abide by all safety procedures, agrees to obey all directions and demands of DISTRICT personnel, if any, and PARTICIPANT specifically acknowledges and assumes any and all risks associated with the above identified activities, including the risk of contracting COVID-19;

NOW THEREFORE, in consideration of the premises set forth above, and having read and understood the above warnings concerning COVID-19 and having assumed the risk of contracting and/or transmitting COVID-19 by participating in the above identified activities, I hereby release and agree to indemnify and hold harmless the DISTRICT (including, but not limited to its Governing Board members, employees, agents, attorneys, legal representatives, and their successors and assigns) from any and all liabilities, personal injuries (including, but not limited to, contraction of COVID-19), claims, damages, attorneys fees, costs, judgments, claims bills, etc. (under the laws of the State of Florida and/or any other State of the United States of America and/or the Government of the United States of America): (a) by, for, or on behalf of the PARTICIPANT (individually, jointly, derivatively or otherwise) attributable, in whole or in part, to the acts, omissions, or negligence of the PARTICIPANT, DISTRICT or any third person that arises out of, or related to the above referenced activities and/or utilization of DISTRICT PROPERTY; and/or (b) by, for, or on behalf of any third party arising out of, regarding, or related to, in whole or in part, the PARTICIPANT's acts or omissions, attributable, in whole or in part, to the acts, omissions, or negligence of the PARTICIPANT, DISTRICT or any third person that arise out of, or related to the above referenced activities and/or utilization of DISTRICT PROPERTY. Nothing in this Liability Release will be construed to limit, diminish, or alter the limitation of liability conferred upon the DISTRICT by Section 373.1395, Florida Statutes.

Signed and attested to this ____ day of _____, 20_____.

Signature of Participant

[Note: When multiple parties are involved in the above described activities, a separate Liability Release must be completed for each, and filed with the DISTRICT prior to the commencement of those activities.]

Signature of Parent/Guardian (If volunteer under the age of 18)

Participant's Contact Information (Must be Filled in Completely):

Street Address (No P.O. Boxes) _____
City _____
State/Zip Code _____
Home Phone No. () _____
Business Phone No. () _____
Cell Phone No. () _____