

**CITY OF DANIA BEACH, FLORIDA
DANIA BEACH DOLPHINS CHEERLEADING PROGRAM 2019**

**REGISTRATION FORM AND
RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

INSTRUCTIONS: YOU MUST COMPLETE ONE COPY OF THIS FORM FOR EACH PARTICIPANT

The City of Dania Beach, Florida (the “City”) will be overseeing the Dania Beach Dolphins Cheerleading Program (the “Program”) which will include supervision of the volunteer coaching staff. Each coach will be required to participate in a certification training class in order to become a volunteer coach.

The Program will consist of practice sessions to be held approximately five days per week (Monday through Friday), weather permitting. The scheduled games have yet to be determined; however, there will be approximately five (5) home games and five (5) away games. The home games will be held at C.W. Thomas Park located at 100 NW 8th Avenue, Dania Beach, Florida (the “Location”). The locations of the away games are yet to be determined.

REGISTRATION

Early Registration – Beginning April 15th, 2019 and Ending July 1st, 2019:
\$100.00

Regular Registration – AFTER July 1st, 2019:
\$120.00

Fees are ***Non-Refundable*** and must accompany this completed form in order to reserve your child’s space - **No Exceptions!**

ACKNOWLEDGEMENT OF REFUND POLICY

I UNDERSTAND THE HAS NO REFUND POLICY FOR FEES AND CHARGES PAID TO THE CITY PARKS AND RECREATION DEPARTMENT. THE ONLY EXCEPTION TO THIS POLICY WILL BE IF THE CHEERLEADING PROGRAM IS CANCELLED. NO OTHER CIRCUMSTANCES OR SITUATIONS WILL QUALIFY FOR A REFUND. I UNDERSTAND THE REFUND POLICY.

PARENT/GUARDIAN SIGNATURE: _____

MEDIA RECORDING RELEASE

I, the undersigned individual, as parent or legal guardian of _____ (NAME OF CHILD), in exchange for allowing the child to be filmed, photographed or recorded, consent and agree that the City, its employees, and agents have the right to use photographs and film that are taken of the minor child during the 2019 Dania Beach Dolphins Cheerleading Season and to use them in any and all media, now or later known, for the purposes of marketing and promotion of the City.

I also grant permission to the City to use the child's image (in media) for use in City publications including versions of publications printed by the City, posted on its website or other electronic forms of media, or all of the foregoing.

I release the City, its employees, and its agents and grant them all rights and I freely allow them to exhibit the items in media (print and electronic form) publicly or privately and to market and sell copies for City uses only. I waive (give up) any rights, claims, or interest I may have to control the use of my child's identity or likeness in whatever forms of media are used.

I understand that there will be no financial or any other type of compensation for recording the child's image and its use as described above as well as any subsequent transmissions and playbacks.

I STATE THAT I AM OVER THE AGE OF 18 YEARS AND I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD, AND THAT I HAVE READ AND FULLY UNDERSTAND THE FOREGOING STATEMENT. **I ALSO STATE THAT I HAVE THE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE CHILD AND ANY CO-PARENT OR CO-GUARDIAN AND I HAVE WILLINGLY AGREED TO SIGN THIS FORM, BELOW.**

NOTICE TO THE MINOR CHILD'S PARENT(S) OR GUARDIAN(S):

DESCRIPTION OF ACTIVITIES The activities consist of cheerleading, including but not limited to: jumping, tumbling, flipping, tossing, tucks, chanting and other cheerleading related activities (the "Activities").

All equipment is rented and must be returned at the conclusion of the season. The equipment is not to be kept (cheer uniforms, pom-poms, etc.).

I AGREE THAT I HAVE READ THIS FORM COMPLETELY AND CAREFULLY. IN EXCHANGE FOR ALLOWING THE MINOR CHILD TO PARTICIPATE IN THE PROGRAM, I AGREE TO LET THE MINOR CHILD ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES. I AGREE THAT, EVEN IF THE CITY (**THE TERM "THE CITY" MEANS AND INCLUDES ALL CITY ELECTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF THE CITY**) USES REASONABLE CARE IN ALLOWING THE ACTIVITIES, THERE IS A CHANCE THE CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THESE ACTIVITIES, BECAUSE THERE ARE CERTAIN DANGERS IN THE ACTIVITIES WHICH CANNOT BE AVOIDED OR ELIMINATED, SUCH AS BUT NOT LIMITED TO PHYSICAL INJURIES WHICH OCCUR IN CHEERLEADING ACTIVITIES AND BY WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO LIGHTNING STRIKES). **BY SIGNING THIS FORM, I AM GIVING UP THE CHILD'S RIGHT, AND MY RIGHTS, AND ANY RIGHTS OF ANY CO-PARENT OR CO-GUARDIAN TO RECOVER FROM THE CITY ANY DAMAGES OR**

COMPENSATION IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, SUSTAINED BY THE CHILD OR ANY PERSONAL PROPERTY DAMAGE OR LOSS THAT MAY OCCUR, INCLUDING THOSE ARISING FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITIES. I HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY HAS THE RIGHT TO REFUSE TO LET THE CHILD PARTICIPATE IN THE PROGRAM AND THE ACTIVITIES IF I DO NOT SIGN THIS FORM.

I, the undersigned parent or legal guardian, **on behalf of myself and any co-parent or any co-guardian and on behalf of the minor child whose name appears below**, consent and agree that the below named minor child may participate in the above-described Activities. I represent that the minor child is in good health and physical condition and is fully able to participate in the Activities. I also understand that because of the types of Activities, I fully understand that there is a potential risk of accidental injury or even the possibility of death. **I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE CITY HAS MADE NO REPRESENTATIONS OR STATEMENTS OF ANY KIND UPON WHICH I CAN RELY CONCERNING THE SAFETY, CHARACTER AND NATURE OF THE PROGRAM AND THE RELATED OUTDOOR ACTIVITIES TO BE CONDUCTED.**

In exchange and in consideration for allowing the minor child to participate in the Activities, **I, on behalf of myself, any co-parent or any co-guardian and the minor child**, release and agree to indemnify, hold harmless and defend the City from and against any and all manner of actions, causes of action, liabilities, controversies, agreements, promises, damages, rights, injuries, judgments, claims and demands of any nature whatsoever at law or in equity, that I or the minor child or any co-parent or co-guardian may have, now or in the future, for or by reason of the minor child's participation in the Activities, including, without limitation, claims or liabilities associated with any injuries, including death, sustained by the minor child, regardless of whether such injury to the child is caused in whole or in part by the negligence of the City. However, I do not release the City from acts or failure to act as a result of gross negligence of the City. I further agree that the City will not be held liable for death, injuries or other loss of any kind whatsoever which may occur as a result, directly or indirectly, of such participation in the Activities and I voluntarily assume the risk for the minor child of any loss, injury, death or damage to person or property, which in any way arises out of the child's participation in the above-described Activities.

I understand that the Activities involve physical contact with other individuals participating in the Activities, that the Activities will take place outdoors and that there are risks associated with exposure to weather conditions including lightning, heat and the sun. I further agree that the City will not be held liable for any loss of any personal property (for example, equipment, cell telephone) of any kind for any reason and I voluntarily assume the risk of any loss of or damage to personal property.

I UNDERSTAND THAT I AM RESPONSIBLE FOR FURNISHING INSURANCE COVERAGES FOR THE MINOR CHILD IN CASE OF INJURY. I, ON BEHALF OF MYSELF, ANY CO-PARENT AND ANY CO-GUARDIAN ACCEPT FULL FINANCIAL RESPONSIBILITY FOR PAYMENT OF ANY AND ALL SUCH MEDICAL SERVICES.

Further, I, on behalf of the child, any co-parent and any co-guardian **WAIVE (GIVE UP) ANY CLAIM** against the City arising from loss, injury, death or damage sustained by the minor child and **COVENANT NOT TO SUE** the City.

Nothing in this document shall be interpreted to affect in any way the City's rights, privileges and immunities as set forth in Florida Statutes Section 768.28 (known as the "Sovereign Immunity" law). I also agree that the provisions of this document shall be binding on the heirs, successors and assigns of myself, any co-parent, any co-guardian and the minor child.

MINOR CHILD'S NAME: _____

HOME ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

BIRTH DATE: _____

SCHOOL (if any): _____

NAME(S) OF PARENT(S) OR LEGAL GUARDIAN(S): _____

HOME TELEPHONE NUMBER(S) OF PARENT(S) OR GUARDIAN(S): _____

CELLULAR TELEPHONE NUMBER(S): _____

(NAME) (TELEPHONE NUMBERS)

(NAME) (TELEPHONE NUMBERS)

(NAME) (TELEPHONE NUMBERS)

I HAVE READ THIS DOCUMENT (OR AGREE THAT THIS DOCUMENT WAS READ ALOUD TO ME IN FULL), AND I UNDERSTAND AND AGREE TO EACH AND EVERY TERM CONTAINED IN THIS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT AND THE MEDIA RECORDING RELEASE.

WITNESS SIGNATURE

*Signature of Parent or Guardian

PRINT NAME

PRINTED Name of Parent or Guardian

WITNESS SIGNATURE

DATED: _____, 2019

PRINT NAME

***I state that I have full authority to sign for the co-parent or a co-guardian.**

IF A CO-PARENT OR CO-GUARDIAN IS AVAILABLE TO SIGN THIS FORM, HE OR SHE MUST SIGN BELOW.

(Co-Parent or Co-Guardian)

WITNESS SIGNATURE

SIGNATURE of Parent or Guardian

PRINT NAME

PRINTED Name of Parent or Guardian

WITNESS SIGNATURE

DATED: _____, 2019

PRINT NAME

**ACCEPTED BY:
CITY OF DANIA BEACH, FLORIDA**

PRINT Name

Title

Signature

Date