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RELEASES, WAIVERS & EXCULPATORY CLAUSES

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
PARTICIPANT LIABILITY RELEASE – CHALLENGE
COURSE**

RELEASE OF LIABILITY IN USING THE CHALLENGE COURSE

In consideration of being permitted to enter on the premises of _____, and to make use of the various facilities, apparatus and equipment which constitute the ropes course, the initiative course, and the challenge course (collectively, the challenge course), including, but not limited to, ropes, ladders, slides, balance beams, obstacles and other equipment forming a part thereof, I release _____ (collectively Released Parties) from any and all liability, claims, demands, actions and claims for relief arising out of or related to any loss, damage or injury, including death, to persons or property that may be sustained while on the said premises or in using or engaging in activities at or on the challenge course, whether caused by negligence of the Released Parties in supervising, designing, monitoring, maintaining the challenge course, or the use thereof, or otherwise.

I understand that the challenge course involves significant physical exertion. With all activities involving physical exertion there are inherent risks of injury. The challenge course is no exception and entails risks, such as sprains, fractures, bruises, cuts, scrapes, concussion and other bodily injury. Since most of the activities of the challenge course are located outside, risks such as are associated with outdoor activities such as insect and animal bites, poison ivy and exposure to the elements may also be present. I voluntarily assume all of these risks.

I acknowledge that I am solely responsible for determining my or my child's or ward's physical ability to engage in the activities that constitute the challenge course, and that I am free to withdraw myself, my child or ward from further participation at any time.

This release will be binding upon my respective heirs, next of kin, executors, administrators and personal representatives and will remain in effect unless revoked in writing, and if so revokes, I will not thereafter use the challenge course.

By signing this release, I acknowledge that I:

- 1 Have read this agreement completely, and I understand that this agreement releases the Released Parties from liability for which they may otherwise have been legally responsible;
2. have signed this agreement voluntarily:

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
PARTICIPANT LIABILITY RELEASE – CHALLENGE
COURSE**

3. am either over 18 years of age or I am authorized as parent or guardian, to execute this agreement on behalf of my child or ward. (If signing for a minor, the signor will cause the minor to follow all of the terms of this agreement.);
4. will indemnify and hold harmless the Released Parties from any claim which may be asserted or filed by or on behalf of the undersigned contrary to the provisions of this agreement;
5. will follow all safety rules and procedures in effect for use of the challenge course; and
6. will not engage in any activity if there are any questions as to how to do so safely or properly.

Signature of Participant

Date

Signature of Parent or Guardian if
Participant under 18

Date

Name of Participant (Please Print)

Name of Parent or Guardian (Please Print)

Emergency Contact Telephone No.

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, **NORMAN MONATH**, being of lawful age, for the sole consideration of **FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00)** the Plaintiff, Norman Monath the sufficiency whereof is hereby acknowledged, does hereby and for his executors, administrators, successors and assigns, release, acquit and forever discharge **PALM BEACH COUNTY**, (hereinafter referred to as “the Releasees”), and his officers, agents, employees, heirs, executors, administrators, successors and assigns, none of whom admit any liability to the Undersigned, but all of whom expressly deny any such liability, from any and all claims, demands, rights, damages, costs, loss of service, expenses, compensation, actions, causes of action or suits of any kind or nature whatsoever, which the Undersigned may now have or which may hereafter accrue or develop, particularly on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, and property damages, and any and all consequences thereof, resulting or to result from an alleged event or incident that occurred on or about August 5, 1998, at or near the intersection of Lake Worth Road & Congress Avenue in Lake Worth, FL in the County of Palm Beach, State of Florida, involving the Undersigned.

FURTHERMORE, the Undersigned agree that each party shall bear their own costs and attorney’s fees, and the Undersigned shall bear sole responsibility for any and all hospital, physician, diagnostic, rehabilitation, training, maintenance, medical or pharmaceutical expenses, bills, statements, liens or subrogable interests, of any nature whatsoever, which are or may be outstanding and payable on the date of execution of this agreement, or which may be incurred and payable in the future. The Undersigned further agree to indemnify and save harmless the Releasees from any requests for payment or attempts for collection therefrom. Should legal action be instituted against the Releasees for payment or collection of the aforementioned expenses, the Undersigned agree to indemnify and save harmless the Releasees for any attorney’s fees, costs and/or judgments which may be entered against the Releasees.

FURTHERMORE, the Undersigned understand and agree that this settlement is the compromise of a doubtful and disputed claim, and that the payment made shall not be construed as an admission of

liability on the part of the Releasees, and that the Releasees deny any liability therefor and merely intend to avoid further litigation and buy their peace.

FURTHERMORE, the Undersigned hereby declare and represent that any injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release the Undersigned understands and agrees that the

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
RELEASE OF ALL CLAIMS – BODILY INJURY**

Undersigned relied wholly upon the Undersigneds' own judgment, belief and knowledge of the nature, extent, effect and duration of any injuries and liability therefore, without reliance upon any statement or representation by the Releasees, or by their representatives or by any physician or surgeon employed by them. The Undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not merely a recital.

FURTHERMORE, the Undersigned states that while he hereby releases any and all claims against the Releasees, and their officers, agents, employees, heirs, executors, administrators, successors and assigns, for both past and future losses, including medical expenses, health care expenses and related expenses, the necessity for future medical treatment and expenses incurred is speculative and unknown at this time and therefore, as a result, the Undersigned reserve the right to pursue and recover all future medical expenses, health care expenses and related expenses, from any person, firm, or organization who may be responsible for payment of such expenses, including any first-party health or automobile insurance coverage, but such reservation specifically does not include the Releasees.

FURTHERMORE, notwithstanding the language contained in this Release, this release shall not be construed as releasing any medical providers for potential claims which may arise based upon treatment and care rendered as a result of the accident which is the subject of this Release. Moreover, this release shall not be construed as releasing any health insurance carrier or other insurer from medical and lost wage benefits to which the Releasor is entitled.

THE UNDERSIGNED hereby declare that the Undersigned have completely read, fully understood and voluntarily accepted the foregoing Release of All Claims for the purpose of making a full and final compromise settlement and adjustment of any and all

claims, disputed or otherwise, on account of the injuries and damages set forth above, and for the express purpose of precluding forever any further or additional claims against the Releasees arising out of the aforementioned incident.

THE UNDERSIGNED hereby accept the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS HEREOF, I, **NORMAN MONATH**, have hereunto set my hand and seal this _____ day of _____, 2000.

IN THE PRESENCE OF:

WITNESS
STATE OF FLORIDA

)
) ss.

NORMAN MONATH

M.II.2

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COUNTY OF PALM BEACH

RELEASES, WAIVERS & EXCULPATORY CLAUSES

RELEASE OF ALL CLAIMS – BODILY INJURY

)

The foregoing Release of All Claims was acknowledged before me, an officer duly Authorized in the State and County aforesaid, to take acknowledgments, this _____ day of _____, 2000, by _____, who:

☐ is personally known to me; OR

☐ has produced _____, as identification; and who

☐ did take an oath; OR

☐ did not take an oath.

and who executed the within Release of All Claims, and who acknowledged the within Release of All Claims to be freely and voluntarily executed for the purposes therein recited.

[seal]

Notary Public in and for Palm Beach County, Florida

My commission expires:

STATEMENT OF ATTORNEY FOR RELEASORS

I, _____, ESQ., Attorney at Law, of the _____, state that I am the attorney for _____, the above-signed Releasor; that I have explained to _____, all the terms of this Release and the Settlement Agreement upon which it is based; and that _____, has represented to me that she understands all those terms and their significance. _____, has signed this Release knowingly, voluntarily and on my advice.

DATED _____, 2002.

(signature)

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
RELEASE OF ALL CLAIMS – BODILY INJURY**

Mr./Ms. _____, ESQ.

Attorney for _____

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
RELEASE – PROPERTY DAMAGE**

RELEASE FROM PROPERTY DAMAGE LIABILITY

In consideration of the payment of the sum of _____ dollars and
_____ cents (_____), paid to **CITY OR COUNTY** by or on behalf of
_____, we, the **CITY OR COUNTY**, Florida through the
designated employee(s) from the Department of Risk Management, do hereby release and
forever discharge _____ from all property
damage liability for damages to **CITY OR COUNTY** property, resulting from an accident,
incident or event occurring on or about the _____ day of _____, at or near
_____.

Signed, sealed and delivered this _____ day of _____, 19____.

Authorized City Representative: _____
Bill Mason, Risk Manager

NOTARY PUBLIC

My Commission Expires:

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
RELEASE – PROPERTY DAMAGE**

RELEASE OF INFORMATION

I HEREBY AUTHORIZE ALL PROPOSED INSURANCE COMPANIES RESPONDING TO THIS INVITATION TO BID TO OBTAIN FULL INFORMATION FROM ANY INSURANCE COMPANY OR FROM ANY PERSON WITH RESPECT TO ANY CLAIM OR SUIT OR INCIDENT PERTAINING TO PROFESSIONAL ACTS OR OMISSIONS ASSERTED AGAINST ME. I EXPRESSLY RELEASE AND DISCHARGE FROM LIABILITY THE CITY OR COUNTY, ANY INSURANCE COMPANY, OR PERSONS PROVIDING SUCH INFORMATION. I FURTHER AUTHORIZE THAT A PHOTOCOPY OF THIS RELEASE BE ACCEPTED WITH THE SAME AUTHORITY AS AN ORIGINAL.

PERSONAL SIGNATURE OF PHYSICIAN

DATE

PRINTED OR TYPED NAME

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**RELEASES, WAIVERS & EXCULPATORY
AUTHORIZATION – TO ADMINISTER MEDICINE**



**DEPARTMENT OF LEISURE SERVICES
10610 WEST OAKLAND PARK BOULEVARD
SUNRISE, FLORIDA 33351**

I hereby authorize that my child, _____, be given the orally administered medication described below while at camp, as designated by the physician's order below.

Medication must be prescribed specifically to your child in original, pharmacy labeled container. Dosages must be sent in on a daily basis. Medication must be prescribed by a licensed medical professional.

Date

Parent's or Guardian's Signature

Name of Drug (Medication):

Dosage:

How and when to administer:

Reason for medication:

Specific observable effect(s) of medication:

Symptoms of problems related to medication:

Contraindications:

This medication may be administered or directed by the Site Supervisor or Supervisor's designee: Yes () No ()

Date

Physician's Signature

The form and medication will be collected by the Site Supervisor.

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that Sedgwick James of Florida, Inc. for and in consideration of the sum of _____ Dollars (\$_____) and the compromise and agreements _____, the receipt and sufficiency whereof is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharge _____ of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, premiums, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, which _____ ever had or now has against _____ from the beginning of the world to the day of these presents arising out of or in any way related to _____, and including all extensions and expansions thereof.

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**RELEASES, WAIVERS & EXCULPATORY
RELEASE OF ALL CLAIMS – BODILY INJURY**

IN WITNESS WHEREOF I/we have hereunto set my/our hand(s) and seal(s) this
____ day of _____, 1998.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me this ____ day of _____, 1998 by
_____, _____, _____, who is personally
known to me, or has produced a Florida driver's license as identification.

Notary Public, State of Florida

Print, Type or Stamp

Commissioned Name of Notary

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
SKYDIVING RELEASE, WAIVER, & COVENANT
NOT TO SUE**

RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

WARNING

**This is an important legal
document!**

**By signing it you are giving up
certain legal rights.**

**PLEASE READ IT CAREFULLY
BEFORE SIGNING.**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
RISK MANAGEMENT DEPARTMENT
PO BOX 21229
WEST PALM BEACH, FL 33406
561-233-5432**

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
SKYDIVING RELEASE, WAIVER, & COVENANT
NOT TO SUE**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
AGREEMENT OF WAIVER AND RELEASE FROM LIABILITY**

In consideration of Palm Beach County Board of County Commissioners allowing me to use its facilities, equipment and participate in _____ and related activities, I, _____, (“Releasor”), agree to the following terms and conditions of this Agreement of Waiver and Release from Liability (the “Agreement”).

1. Assumption of the Risk. I know and understand the scope, nature, and extent of the risks involved in _____ and the related activities contemplated in this Agreement. Specifically, I understand that _____ is a dangerous activity in which there is a substantial risk of injury and death. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR DAMAGE TO OR LOSS OF MY PROPERTY WHILE PARTICIPATING IN THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT, INCLUDING THE RISK OF ACTIVE OR PASSIVE NEGLIGENCE BY ANY RELEASEE(S). I understand that by assuming this risk I may relinquish important legal rights, including, but not limited to, the right to institute a lawsuit for damages. () Initial

2. Risks Contemplated. This Agreement is made in contemplation of all “_____,” including the foreseen and the unforeseen, which shall include, but not be limited to, _____ and related activities, entering or exiting the premises, any rescue operations or attempts by any Releasee, whether on or off the designated area, or any facilities used by any Releasee. This Agreement shall also include any ground transportation provided to me by any entity in any way associated with Palm Beach County Board of County Commissioners. () Initial

3. Release from Liability. I exempt and release Palm Beach County Board of County Commissioners, its’ officers, agents, and employees; Palm Beach County Film & TV Commission Office, and the City of West Palm Beach (the “Releasees”) from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of my injury or death or damage or loss of my property while upon any Releasee’s premises or while participating in any of the activities contemplated by this Agreement. I SPECIFICALLY RELEASE AND DISCHARGE RELEASEES FROM LIABILITY FOR ANY INJURY, DEATH OR DAMAGE OR LOSS OF ANY PROPERTY ARISING OUT OF THE NEGLIGENCE, ACTIVE OR PASSIVE, OF ANY RELEASEE(S), OR FROM SOME OTHER

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
SKYDIVING RELEASE, WAIVER, & COVENANT
NOT TO SUE**

CAUSE. I understand that I am giving up legal rights which I may otherwise have by entering into this Agreement. () Initial

4. Agreement Not to Sue. I agree never to institute any suit or action at law, arbitration, or any other action or claim, against any Releasee involving or arising out of my injury or damage or loss of my property while upon any Releasee's premises or aircraft or while participating in any of the activities contemplated by this Agreement, even if caused by negligence or other fault of any of the Releasees. () Initial

5. Agreement Binding on Heirs and Executors. It is my intent that this Agreement will be binding on my estate, executors, personal representatives, administrators, heirs, or other successors, and I instruct my executors, personal representatives, administrators, heirs, or other successors not to institute any suit or action at law, arbitration, or other action or claim arising out of my death while upon any Releasee's premises or _____ in any of the activities contemplated by this Agreement, including actions for wrongful death and survivorship, or any matter described in Paragraph 3 above. () Initial

6. Indemnity Against Third Party Claims. I agree to defend, indemnify, and hold harmless any and all Releasees from any or all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities contemplated by this Agreement. () Initial

7. Jurisdiction. It is agreed between the parties that no matter where venue lies, any lawsuit shall be filed in Palm Beach County, Florida. It is further agreed that in the event any lawsuit is filed elsewhere, such lawsuit shall be subject to transfer to Palm Beach County, Florida. () Initial

8. Revocation. I agree that any revocation of this Agreement shall be made in writing, signed by me, and delivered to Palm Beach County Board of County Commissioners, by first class mail or personal delivery to an authorized representative of the County. Any revocation will make an express reference to this Agreement. I understand that, until a valid revocation is delivered as required in this paragraph, this agreement will remain in full force and effect and will continue indefinitely. In the event that this Agreement is claimed to be in conflict with any other waiver, release, or agreement that I may have signed, it is my intent that this Agreement will be interpreted to extend maximum and primary protection to the Releasees. () Initial

9. Exclusions of Warranties. In the event that I have purchased, rented or used any

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
SKYDIVING RELEASE, WAIVER, & COVENANT
NOT TO SUE**

equipment from any Releasee, I understand that Releasees make no representation or warranty, express or implied with respect to that equipment. SPECIFICALLY, I UNDERSTAND AND AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THE TRANSACTION AND THAT ALL SUCH EQUIPMENT IS PURCHASED, USED, OR RENTED "AS IS". () Initial

10. Alternative Terms Available. I understand that Palm Beach County Board of County Commissioners, is prepared to waive the contractual defenses which would otherwise be available to it upon payment of an additional \$_____ for each occasion on which I use its facilities. I have decided to reject these alternative terms and I accept the terms I have agreed to here freely and voluntarily. () Initial

11. Representations by Releasor. I represent and warrant that I am 18 years of age or over and that, to my knowledge, I have the legal capacity to enter into this Agreement. I further represent and warrant that I have no physical infirmity, except those listed below, and not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and have never been treated for any of the following: cardiac or pulmonary conditions or disease, diabetes, fainting spells or convulsions, nervous disorder, kidney or related diseases, high or low blood pressure. I am not under the influence of any medication or mind altering substance of any kind at this time. () Initial

(List infirmities. If none, state "none".)

12. I hereby authorize Palm Beach County Board of County Commissioners, or its assignees to take any photographs and videos as they may deem appropriate of myself or my party and to use those photographs in such a manner as they may deem appropriate and specifically waive any interest, proprietary or otherwise, I may have of such photographs. () Initial

13. Validity of Waiver. I have read this Agreement and understand its terms and conditions. I understand that I am giving up important legal rights by executing this Agreement and that if I institute any suit or other action or claim as a result of my injury, death, or property damage arising out of the activities covered by this Agreement, that this Agreement can and will be used against me or my estate and that waivers of this type have been upheld in courts in similar circumstances. I agree that If any portions of this Agreement, release of liability and assumption of risk are found to be unenforceable or against public policy, that only that portion shall fail, but I specifically waive any unenforceability or any public policy argument that I may

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
SKYDIVING RELEASE, WAIVER, & COVENANT
NOT TO SUE**

make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death. I understand that, even in the best of conditions, _____ activities are extremely dangerous and injuries and deaths occur. I fully understand that I have the option to confer with an attorney or any other person of my choice to seek counsel prior to the signing of this Agreement. Nevertheless, based on my independent evaluation of all risks, I REAFFIRM MY ASSUMPTION OF THE EXTREME RISK AND DANGER SET OUT IN PARAGRAPH 3 ABOVE AND EXECUTE THIS WAIVER FREELY AND VOLUNTARILY. () Initial

Dated: _____

By: _____ (signature)

By: _____ (print name)

By: _____

Palm Beach County Board of County Commissioners.

PLEASE PRINT CLEARLY IN BOLD LETTERS

| | | | |
|-----------------------------|-------------------|--------------------|--------------|
| Last Name | First Name & M.I. | Social Sec. No.: | |
| Street Address | City | County | State/Zip |
| Home Telephone No. | Height/Weight | Date of Birth | Passport No. |
| FOR EMERGENCY NOTIFY | | | |
| Name | Address | | |
| City | County | State | |
| Relationship | Phone No. | Business Phone No. | |

This agreement contains four of four pages.

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**RELEASES, WAIVERS & EXCULPATORY CLAUSES
SKYDIVING RELEASE, WAIVER, & COVENANT
NOT TO SUE**

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RELEASES, WAIVERS & EXCULPATORY CLAUSES
INSURANCE WAIVER REQUEST

Risk Management Division
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

TO: Risk Management Department

It is requested that the insurance requirements listed below be waived or modified as respects to the following:

SERVICE OR CONTRACT NAME: _____ DATE: _____

CONTRACTORS NAME & ADDRESS: _____

PHONE NUMBER: _____ CONTACT: _____

SCOPE OF OPERATION: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME & TITLE: _____

REQUIREMENT (S) TO BE WAIVED OR MODIFIED: _____

(TENANT MUST ATTACHED CURRENT CERTIFICATE OF INSURANCE WITH THIS FORM)

REASON (S) FOR REQUEST: _____

(OFFICE USE ONLY)

☐ **APPROVED**

☐ **REJECTED**

☐ **MODIFIED, AS FOLLOWS:**

RISK MANAGEMENT DIVISION:

CASUALTY SELF INSURANCE
OFFICE _____ **FAX** _____

AUTHORIZED SIGNATURE

DATE

18. LIMITATION OF LIABILITY, RELEASE, COVENANT NOT TO SUE

As Owner, I warrant that I am 18 years of age or over and that, to my knowledge, I have the legal capacity to enter into this Agreement, and acknowledge and accept the sum of Ten Dollars (\$10.00) and other good and valuable consideration, separate and distinct from the consideration for this Agreement, receipt of which is hereby acknowledged, agree to the following:

- 18.1 That in the event Owner asserts any claim for damages or injuries arising from the PROJECT, acts or omissions of the City, its' officers, agents, or employees, or of City's contractor, the Owner's sole and exclusive remedy will be to pursue a claim against the contractor's payment and performance bond and/or contractor's insurance.
- 18.2 Owner agrees to exempt, discharge and release CITY, its' officers, agents, and employees from any and all liability, losses, damages, costs and expenses, claims, demands, actions, or causes of action whatsoever arising out of Owner's injury or death or damage or loss to Owner's property arising out of the PROJECT, acts or omissions of the City, its' officers, agents, or employees or caused by City's contractor. I understand that I am giving up important legal rights by executing this Agreement, and that if I institute any suit or other action or claim as a result of my injury, death, or property damage arising out of the PROJECT covered by this Agreement, that this Agreement can and will be used against me or my estate. I further specifically waive any unenforceability or any public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of Owner's injury or death, or damage to Owner's property.
- 18.3 Owner agrees to never institute any suit or action at law, arbitration, or any other action or claim, against the CITY its' officers, agents, or employees for any and all liability, losses, damages, costs and expenses, claims, demands, actions, or causes of action whatsoever arising out of Owner's injury or death or damage or loss to Owner's property arising out of the PROJECT, acts or omissions of the City, its officers, agents, or employees or caused by City's contractor.

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RELEASES, WAIVERS & EXCULPATORY
CLAUSES
RELEASE OF PERSONAL CONFIDENTIAL
INFORMATION TO THIRD PARTIES (HIPPA)



AUTHORIZATION FOR RELEASE OF PERSONAL
CONFIDENTIAL INFORMATION TO THIRD PARTIES

**Note: This form will need to be updated prior to April 14, 2003 to
Comply with the HIPAA Privacy Regulations.**

**I hereby authorize City of Sunrise, any of its officers, agents, employees or
designees (including, but not limited to the City's Insurance Consultant),
and their respective agents and subcontractors, to disclose confidential
information about the employee/insured listed below.**

Please Print All Responses

***If you do not fill out both sides of this form completely, the City of
Sunrise may be unable to process your request. Incomplete authorization
requests will be returned to the employee/insured.***

**I UNDERSTAND THAT THIS AUTHORIZATION IS VOLUNTARY and that the
information to be disclosed may be protected by law.**

Employee/insured Name Social Security Number or Insurance I.D.# Date of Birth

Name, Insurance I.D.# or social security number of subscriber, if different from member/insured

Street Address City, State, and Zip Code Daytime area code & phone #

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**RELEASES, WAIVERS & EXCULPATORY
CLAUSES
RELEASE OF PERSONAL CONFIDENTIAL
INFORMATION TO THIRD PARTIES (HIPPA)**

**I authorize the individual or company identified below to receive
confidential information pertaining to the member/insured named above.**

Individual or company authorized to receive confidential information

Street Address

City, State, & Zip code

Daytime phone number & area code

**Continued
Authorization for Release of Confidential Information to Third Parties
(continued)**

**Information to be disclosed to this individual or company includes
application or enrollment information, eligibility information, claims
records, claim status, and patient management records.**

**Disclosure requested will include otherwise confidential medical
information.** If our records include claims or other information pertaining to
chronic diseases, behavioral health conditions, including alcohol or substance
abuse, communicable diseases, including HIV/AIDS, and/or genetic marker
information, these records will be included in the information we will make
available to the individual or company designated above.

Type of coverage to which this authorization applies (check all that apply):

☐ **MEDICAL** ☐ **DENTAL** ☐ **DISABILITY** ☐ **PHARMACY**

☐ **PENSION** ☐ **LONG TERM CARE** ☐ **LIFE** ☐ **Other**
(specify) _____

IMPORTANT: *Your signature below means that you understand and agree to
the following:*

**RELEASES, WAIVERS & EXCULPATORY
CLAUSES
RELEASE OF PERSONAL CONFIDENTIAL
INFORMATION TO THIRD PARTIES (HIPPA)**

- Requests for paper copies of claims and encounter information we receive from the individual or company you have authorized to receive your confidential information, may require payment of a fee for reproduction costs pursuant to Florida Statute and City Code (except where prohibited by law).
- You understand that your eligibility for benefits and payment for services covered by the City of Sunrise's benefit plans will not be affected if you do not sign this form. *(However, without your signature, your request to release the information described above to a third party will not be honored.)*
- The confidential information provided to the authorized individual or company upon their request, may include diagnosis and treatment information, including information on chronic diseases, behavioral health conditions, including alcohol or substance abuse, communicable diseases, including HIV/AIDS, and/or genetic marker information.

Continued

**Authorization for Release of Confidential Information to Third Parties
(continued)**

- You understand that you may receive a copy of this form if you ask for it by writing to the address listed at the bottom of this page.
- You understand this authorization will expire one year from the date you sign this authorization. You also understand that if you sign this form, you may revoke the authorization at any time by notifying City of Sunrise's Risk Management Department in writing, but if you do that, it won't have any effect on actions that City of Sunrise took before we received the notification.
- You agree to exempt, discharge, release, hold City of Sunrise, any of its officers, agents, employees or designees (including, but not limited to the City's Insurance Consultant) harmless from any claim or liability (including, but not limited to, any claim brought under a confidentiality or privacy law) in connection with the release at your request of the information and records described above.

**FIRST PRINTING
MAY 2002**

**RELEASES, WAIVERS & EXCULPATORY
CLAUSES
RELEASE OF PERSONAL CONFIDENTIAL
INFORMATION TO THIRD PARTIES (HIPPA)**

Signature of member/insured or legal representation

Date

Print name of member/insured's legal representative (if applicable)

Relationship to member/insured

If this authorization is being requested by member/insured's legal representative, you must furnish a copy of the power of attorney, or other relevant document designating you as the representative.

(Important note: the witness below may not be the person authorized to receive the information to be disclosed.)

Witnessed by: _____

Printed name of witness

Date

Signature of witness

Return the completed form to:

**City Of Sunrise
Risk Management Department
10770 W. Oakland Park Blvd
Sunrise, FL 33351**

Please provide a copy of this form to your authorized representative so that they will be able to establish the validity of their request for your health information.

**FIRST PRINTING
MAY 2002**

**RELEASES, WAIVERS & EXCULPATORY CLAUSES
NOTIFICATION – REASONABLE MODIFICATIONS
OR ACCOMODATIONS (ADA)**

The City of Sunrise, Leisure Services Department, in compliance with the American Disabilities Act (ADA), Public Law #101-336, Section 202, requires that all participants which require reasonable modifications in the program **must** contact the Leisure Services Department **before** the program begins.

The City does not provide services of a personal nature, which would fundamentally alter the nature of the program.

Please provide the following information:

Participant's Name: _____

Guardian's Name: _____

Address: _____

Phone Number: _____

Nature of special needs: _____

Information must be received by June 10, 2002.

Return to:

Sunrise Leisure Services
Camp Information
10610 West Oakland Park Blvd.
Sunrise, FL 33351

**FIRST PRINTING
MAY 2002**

**RELEASES, WAIVERS & EXCULPATORY CLAUSES
LIMITATION OF LIABILITY - CONTRACTOR TO CITY –
WITH MONETARY CAP**

Limitation of Liability

Except as expressly provided in this Agreement, Contractor shall not be liable in contract, tort, strict liability, or any other theory for any consequential, incidental, special, punitive, or other indirect damages arising from this Agreement for an amount greater than the aggregate limit of two million dollars (\$2,000,000); except this aggregate limit shall not apply to claims for damages caused by Contractor's gross negligence, willful acts or misconduct. In no event, shall the foregoing limitation of liability limit nor qualify in any manner the Contractor's liability with respect to the Contractor's obligation to indemnification pursuant to Section _____ of the Agreement.

**FIRST PRINTING
MAY 2002**

**RELEASES, WAIVERS & EXCULPATORY CLAUSES
LIMITATION OF LIABILITY - CONTRACTOR TO CITY –
WITHOUT MONETARY CAP**

Limitation of Liability

Except as expressly provided in this Agreement, Contractor shall not be liable in contract, tort, strict liability, or any other theory for any consequential, incidental, special, punitive, or other indirect damages arising from this Agreement; except for claims for damages caused by Contractor's gross negligence, willful acts or misconduct. In no event, shall the foregoing limitation of liability limit nor qualify in any manner the Contractor's liability with respect to the Contractor's obligation to indemnification pursuant to Section 11 of the Agreement.

8.0 Claim for Damage (s).

As ASSOCIATION, we warrant that we have the legal capacity to enter into this Agreement, and acknowledge and accept the sum of Ten Dollars (\$10.00) and other good and valuable consideration, separate and distinct from the consideration for this Agreement, receipt of which is hereby acknowledged, agree to the following:

- 8.1 That in the event ASSOCIATION asserts any claim for damages or injuries to the extent caused by the negligent acts or omissions of the ASSOCIATION, negligent acts or omissions of the CITY, its' officers, agents, or employees or negligent acts or omissions of CITY's contractor or contractors subcontractor(s) arising out of this Project or Agreement, the ASSOCIATION agrees its sole and exclusive remedy will be to pursue a claim against the CITY's contractor's payment and performance bond and/or contractor's insurance.
- 8.2 ASSOCIATION agrees to never institute any suit or action at law, arbitration, or any other action or claim against the CITY, and further agrees to exempt, discharge and release CITY, its' officers, agents, and employees from any and all liability, losses, damages, costs and expenses, claims, demands, actions, or causes of action whatsoever arising out of ASSOCIATION's injury or death or damage or loss to ASSOCIATION's property to the extent caused by the negligent acts or omissions of the ASSOCIATION, negligent acts or omissions of the CITY, its' officers, agents, or employees or negligent acts or omissions of CITY's contractor or contractors subcontractor(s) arising out of this Project or Agreement.
- 8.3 ASSOCIATION understands that it is giving up important legal rights by executing this Agreement, and that if it institutes any suit or other action or claim as a result of my injury, death, or property damage to the extent caused by the negligent acts or omissions of the ASSOCIATION, negligent acts or omissions of the CITY, its' officers, agents, or employees; or negligent acts or omissions of CITY's contractor or contractors subcontractor(s) arising out of this Project or Agreement, that this Agreement can and will be used against the ASSOCIATION.

**AUTHORIZATION FOR RELEASE OF PERSONAL &
CONFIDENTIAL MEDICAL
RECORDS TO THIRD PARTIES**

I hereby authorize and request my present treating physician listed here _____, as well as prior treating physician(s) listed here _____, or their respective authorized agent(s), to release my medical records in their possession concerning my illness and/or treatment for _____ during the period _____ to _____ to the physician/medical provider listed below:

I UNDERSTAND THAT THIS AUTHORIZATION IS VOLUNTARY and that the information to be disclosed may be protected by law.

IMPORTANT: *Your signature on PAGE 2 means that you understand and agree to the following:*

- Confidential medical information provided to the authorized physician/medical provider above may include diagnosis and treatment information, including information on chronic diseases, conditions, and related abuses, and/or genetic marker information.
- Copies of this form may be provided to you if you ask for it by writing to the address listed at the bottom of this page.
- Requests for paper copies of medical records to be released may require payment of a fee for reproduction costs, which you agree to be responsible to your physician for, unless otherwise agreed upon by City of Sunrise.
- This authorization will expire **one (1)** year from the date you signed this authorization. You also understand that if you sign this form, you may revoke the authorization at any time by notifying City of Sunrise's Risk Management Department in writing, but if you do that, it won't have any effect on actions that City of Sunrise took before we received the notification.

PAGE 1 of 2

- To waive, exempt, discharge, release, hold City of Sunrise, any of its officers, agents, employees or designees harmless from any claim or liability including, but not limited to, any claim brought under a confidentiality or privacy law in

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MAY 2002**

**RELEASES, WAIVERS & EXCULPATORY
CLAUSES
RELEASE – MEDICAL RECORDS GENERAL**

connection with the release at your request of the information and records specifically described above.

- To provide a copy of this form to your physician/medical provider so that they will be able to establish the validity of the request to release your confidential medical records.
- You agree copies of the original form may be used and considered the same as the original signed copy for the purpose of releasing medical records.

Signature of Employee,
or legal representation (if applicable)

Date

Print name of Employee,
or legal representative (if applicable)

Relationship
to Employee

If this authorization is being requested by the employee's legal representative, you must furnish a copy of the power of attorney, or other relevant document designating you as the representative.

(Important note: the witness below may not be the person authorized to receive the information to be disclosed.)

Witnessed by: _____

Printed name of witness

Date

Signature of witness

Return a completed copy of this form to:

**Bill Mason, Risk Manager
City Of Sunrise
Risk Management Department
10770 W. Oakland Park Blvd
Sunrise, FL 33351**

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