

RELEASE, WAIVER OF LIABILITY, HOLD-HARMLESS AGREEMENT AND COVENANT NOT TO SUE

This Release, Waiver of Liability, Hold-Harmless Agreement and Covenant Not to Sue (hereinafter "Agreement") was read, understood and signed on this _____ day of _____, 201 ____, by:

NAME: _____
PLEASE PRINT NAME CLEARLY

RESIDENCE ADDRESS: _____
PLEASE PRINT ADDRESS CLEARLY

CITY: _____ STATE: _____
PLEASE PRINT CLEARLY PLEASE PRINT CLEARLY

(hereinafter referred to as "Participant") and given to Florida Power & Light Company, along with its officers, directors, board members, supervisors, agents, servants or employees (collectively referred to here as "FPL"), a corporation organized and existing under the laws of the State of Florida with its principal business office located at 700 Universe Boulevard, Juno Beach, Florida 33408 and whose property is to be used by Participant only to conduct the recreational activity described below. This Agreement shall remain in full force and effect from the date above continuing in perpetuity.

PROPERTY AVAILABLE FOR RECREATIONAL USE BY PARTICIPANT

FPL designates the following property as available for use by Participant, (1) The use of the cooling ponds located upon FPL property at the Manatee Plant, including any related parking areas, boat launches, picnic areas and related facilities.

PARTICIPANT'S COVENANTS

In consideration of being permitted to enter for any purposes any restricted or recreational area owned by FPL at the Manatee Plant, defined as including but not limited to, walkways, cooling ponds, boat launches, parking areas, picnic areas, fishing platforms and any other area on or near to any area where any recreational activity may take place on FPL property, or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in a recreational activity upon FPL property, the undersigned, for himself or herself, and his or her personal representatives, heirs and next of kin, acknowledges, agrees and represents that he or she has, or will immediately on entering any of such restricted areas, and will continuously afterward, inspect such restricted areas and all portions of them which he or she enters and with which he or she comes in contact, and does further warrant that entry on such restricted area or areas and participation, if any, in a recreational activity of any kind constitutes an acknowledgment that he or she has inspected the recreational area and that he or she finds and accepts the same as being safe and reasonably suited for the purposes of its use. The undersigned further agrees and warrants that if at any time he or she is in or about any restricted or recreational areas and he or she feels anything to be unsafe, he or she will immediately advise the proper officials of FPL, if possible without risking injury, and then will leave the restricted or recreational areas. Participant is charged with the responsibility to observe all weather conditions and take all available precautions to avoid risk of injury by timely seeking a safe location in the event of dangerous weather conditions.

RELEASE AND COVENANT NOT TO SUE

The undersigned Participant clearly and unequivocally releases, waives, discharges and covenants not to sue FPL from all liability to the undersigned Participant, and the undersigned Participant's personal representatives, assigns, heirs and next of kin, for any and all loss or damage, any claims based on negligence, and any claim or demands for the same on account of injury to the person or property of the undersigned or resulting in death of the undersigned, whether caused by the negligence of FPL or otherwise, while the undersigned is in or upon restricted and/or recreational areas, or competing, officiating in, observing, working for, or for any purpose participating in a recreational activity on or about FPL property.

Participant agrees that consideration for this Agreement has been given by FPL. Participant understands and agrees that FPL is not in the business of providing a recreational activity.

INDEMNIFICATION

Participant agrees to indemnify and save and hold harmless FPL from any loss, liability, damage or cost they might incur due to the presence of the undersigned in or on the restricted area or in any way competing, officiating, observing or working for or for any purpose participating in a recreational activity on FPL property, whether caused by the negligence of FPL or not.

ASSUMPTION OF RISK

Participant assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of FPL, or otherwise, while in or on a restricted area and or while competing, officiating, observing or working for or for any purpose participating in the above-described recreational activity.

SCOPE OF RELEASE AND INDEMNITY

Participant acknowledges and agrees that the activities of the above-described recreational activities are dangerous and involve the risk of serious injury or death and/or property damage. The undersigned further agrees that this Agreement is intended to be as broad as inclusive as is permitted by the law of Florida, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participant shall indemnify and hold FPL harmless against all claims caused by the Participant in or about the premises or arising from any act or negligence of the Participant, or any officer, agent, employee, guest, or invitee of Participant, and from all costs, attorney's fees (whether at trial or on appeal), and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against FPL by reason of such claims, Participant, on notice from FPL, shall defend the action or proceeding at Participant's expense by counsel reasonably satisfactory to FPL.

Participant has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

RULE COMPLIANCE

Participant shall observe faithfully and comply strictly with the Rules and Regulations, as FPL may from time to time adopt for the safety, care and cleanliness of (1) the Cooling Ponds and their related facilities and (2) the Picnic facilities or the preservation of good order therein. The current Rules and Regulations are attached hereto and are acknowledged as read and understood by Participant by signature on this document.

LIMITATION ON LIABILITY OF FPL

Participant acknowledges that FPL is not charging for making available the areas referenced above for recreational purposes. To the extent that Participant is a member of the public using these areas or may be a third party who may be damaged by acts or omissions of persons using these areas, Participant acknowledges that Section 375.251 *Florida Statutes* limits the liability of FPL to any such person. FPL is presumed not to extend any assurance that the area is safe for any purpose, FPL does not incur any duty of care to Participant or anyone else, and FPL is not liable for any act or omission by anyone on FPL property. Participant acknowledges receipt of this notice by signing below, for himself/herself and anyone encompassed by this Agreement.

CONFIRMATION OF RESPONSIBILITY

By signing below, I acknowledge that I have read this Agreement along with the Rules and Regulations. Any questions I had about the important rights I am giving up in order to use the recreational facilities have been either explained to me or I understand from my own knowledge. I agree that the language in this document is unambiguous and does not violate any public policy I am aware of. I will comply with the Rules and Regulations completely and understand the reasons for them.

Dated: _____ Signed: _____

Print
Name: _____

NAME OF MINORS: _____
PLEASE PRINT EACH NAME CLEARLY

PARENT/GUARDIAN: _____
PLEASE PRINT NAME CLEARLY

RELATIONSHIP TO
MINOR: _____
PLEASE PRINT RELATIONSHIP CLEARLY

Parent/Guardian stated above represents that he or she is the natural parent or proper legal guardian of the minor child or ward named above. As consideration for any stated child or ward named above being allowed to participate in the recreational activities at or on FPL facilities, the undersigned Parent/Guardian agrees to release, waive, discharge and covenant not to sue FPL, along with its officers, directors, board members, supervisors, agents, servants or employees (collectively referred to here as "FPL") from any and all liabilities, claims, demands, or causes of action that may arise from or be related to any loss, damage, or injury, including death, that may be sustained by his or her child or ward or his or her child or ward's personal property while his or her child or ward is participating in the recreational activities on or about the premises of FPL.

Parent/Guardian signing below states that to the best of his or her knowledge, the child or ward named above is in good physical condition and Parent/Guardian has no knowledge of any physical condition, injury, or illness whatsoever which would place his or her child or ward at risk to participate in any recreational activities. Parent/Guardian is fully aware of the risks connected with participating in the recreational activities and voluntarily assumes full responsibility for any risk of loss, property damage, or personal injury, including death that his or her child or ward may sustain as a result of participating in the recreational activities, however caused. Parent/Guardian signing below further agrees to indemnify and hold harmless the FPL from any loss, liability, damage or cost, including court costs and attorneys' fees, which may accrue related to his or her child or ward's participation in recreational activities on the property of FPL, however caused.

CONFIRMATION OF RESPONSIBILITY

As Parent/Guardian for each of the above named minor child(ren) or ward(s), I acknowledge that I have read this Agreement along with the Rules and Regulations. Any questions I had about the important rights I am giving up on behalf of my child(ren) or ward(s) in order to use the recreational facilities have been either explained to me or I understand from my own knowledge. I agree that the language in this document is unambiguous and does not violate any public policy. I understand that I am making a decision about the welfare of my child or ward and do not believe the government or any third party should interfere with my decisions about the welfare of my child or ward.

Any child(ren) or ward(s) named above will comply with the Rules and Regulations completely and understand the reasons for them.

Dated: _____ Signed: _____

Print
Name: _____

COOLING POND AND PICNIC AREA RULES AND REGULATIONS

In an effort to provide an inviting and safe atmosphere for Participants using the cooling ponds and picnic areas, the following Rules and Regulations are provided for your protection. These Rules and Regulations are not exhaustive and Participant is expected to exercise reasonable care for his or her safety and the safety of all other users of the facilities. Your cooperation and observance of the following rules is required. The same definitions of "Participant" and "FPL" made in the Release, Waiver of Liability, Hold-Harmless Agreement and Covenant Not to Sue apply to these Rules and Regulations.

1. FIRES: Causing or permitting charcoal or any type of fire or the maintenance of any other dangerous conditions, as determined by FPL, on the docks, property or on the vessels is prohibited.
2. WASTE: Litter of any kind shall not be thrown overboard. Litter shall be deposited in receptacles supplied for that purpose. No person shall discharge oil, inflammable liquid, treated or untreated sewage, oily bilges, or contaminants of any kind into the cooling ponds. Participants shall keep their vessels clean and orderly at all times. No vessel shall be fueled on FPL's property. Any spills of fuel or waste are the sole responsibility of the Participant. Should a spill occur, FPL will seek reimbursement for any costs of re-mediating the effect of the spill.
3. PARKING: Users of the parking lot will be allowed one parking space per vessel. All trailers must be parked in designated trailer parking area. All roads shall remain clear for use by emergency vehicles at all times.
4. PETS: Pets shall not be permitted on the FPL's property, with the exception of any pet necessary to assist the disabled.
5. TRAILERS: All trailers must have a jack and winch and all must be in good working order before launching or retrieving a vessel.
6. COMPLIANCE: Participant shall at all times comply with all city, county, state and federal laws and regulations, including those of the Florida Fish & Wildlife Conservation Commission. Participants are required to possess a valid fishing license issued by the State of Florida or its designated agency. Participant shall immediately notify FPL if his/her fishing license is suspended, non-renewed or revoked and during such time of revocation, non-renewal or suspension shall not use the property of the FPL. FPL reserves the right to alter, amend, modify or revoke any of these Rules and Regulations at any time in its sole discretion, which change shall be effective at the time of posting. FPL shall have the right to enforce these Rules and Regulations as it sees fit and shall have the sole authority to determine who is allowed onto its property. There shall be a designated place for posting of documents by the FPL and the Participant is charged with the responsibility of locating the designated place for posting and reading any postings prior to use of the property of FPL.
7. MOORING: Participant, at all times, shall insure that the boat is safely moored with lines adequate for weather conditions.
8. VESSEL OPERATION: All vessels shall be operated pursuant to the rules established by the U.S. Coast Guard. Vessels shall be removed from the area immediately after use of the facility is completed.
9. DANGEROUS CONDITIONS: Participant shall immediately notify FPL of the necessity of repairs to any dangerous conditions requiring attention. Participant shall not alter any property in any way without the prior written permission of FPL.
10. SIZE OF FISH: FPL reserves the right to establish limits on the size and quantities of fish subject to catch.

11. VESSELS: Personal Water Craft, windsurfing, waterskiing, airboats and sailboats are all prohibited. The size of any vessel allowed on the facility is subject to approval by FPL.

12. TAKING OF WILDLIFE: The taking of wildlife is strictly limited to fish within the posted size limitations. No feeding or other contact of any kind with any wildlife is permitted.

13. LINES: No trotlines, bush hooks or set lines are allowed.

14. PROHIBITED: Alcoholic beverages of any kind, fireworks, firearms of any kind, swimming, wade fishing, skin diving and sale of catch are strictly prohibited.

15. HOURS: Safe Daylight hours.

16. PFD's: Personal Flotation Devices (PFD's) must be worn while any vessel is under power. All U.S. Coast Guard rules relating to PFD's must be observed at all times by Participant.

17. POSTED SIGNS: Participant is charged with the responsibility to read and comply with any signs posted at or near the property which in any way relate to use of the property.

18. DIRECTION: Participant shall immediately comply with any direction given by any agent of FPL, including any siren/horn which requires immediate muster at the boat ramp.

Violation of any one of these Rules and Regulations shall result in the immediate termination of present and future privileges on the FPL's property for any recreational activity and Participant shall immediately leave FPL's property. Any employee of FPL who is also a Participant may be subject to the progressive employee discipline policies of FPL for any violation of these Rules and Regulations, at FPL's discretion. Determination of whether a Rule or Regulation has occurred shall be made by a designated agent of FPL and shall not be subject to any right of appeal.

Fish United Way
Release Form



Fisherman's Name: _____ **Team Name:** _____

Address: _____ **City:** _____ **Zip:** _____

Phone #: _____ **Cell #:** _____ **Email address:** _____

In signing this release, I understand the intent thereof. I hereby agree to hold harmless: United Way of South Sarasota County, United Way of the Suncoast and United Way of Manatee County including its employees, volunteers and agents; all sponsoring organizations; any other parties connected with this event in any way, individually, or collectively for any and all injury, misadventure, mar, loss, inconvenience or damage suffered or sustained as a result of participation in United Ways Fishing Tournament or any activities associated therewith.

.....
Name

.....
Date

.....
(Signature of parent if under 18 years old)