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Official use only

Print first six letters of the last name of the volunteer/participant above – one letter per box

AUTHORIZATION, RELEASE, WAIVER, AND INDEMNITY AGREEMENT
 USE A SEPARATE FORM FOR EACH VOLUNTEER/PARTICIPANT
FORM FOR ONE PERSON

In consideration of me, and/or the minor child identified below, being able to participate in all activities conducted in full or in part by VISTA Gardens (hereinafter, the “Activities”) and enter upon and use all facilities and/or equipment made available by VISTA Gardens (hereinafter, the “Facilities and Equipment”). I agree to the following:

- (1) I hereby acknowledge that the Facilities include a beehive and that those bees and many other varieties of bees and stinging insects visit and/or inhabit the Facilities along with a variety of plants and other wildlife that may be dangerous and involve the risk of serious injury and/or death and/or property damage, which may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others including VISTA Gardens. Nonetheless, I, for myself and/or on behalf of my minor child, assume full responsibility for and risk of all bodily injury, death, or property damage sustained while I or my child participate(s) in the Activities or use of the Facilities and Equipment (such as garden tools, lawn mowers, wheelbarrows, rakes, shovels, pitchforks, picks, saws, clippers and the like).
- (2) I acknowledge that such “Activities” include, but are not limited to, the following activities and use of the Facility and Equipment associated with such actions, such as, removing sod, digging ditches, transplanting, transferring mulch, pulling weeds, clipping/trimming/sawing limbs and plants, moving heavy objects and full wheelbarrows, watering, greenhouse work, basic woodworking, moving and turning compost, lawn mowing and trimming, as well as exposure to common insects or reptiles, and exposure to the elements (hot and prolonged sun exposure, humidity, rain). I agree that if I feel physically incapable or otherwise unable/unwilling to perform any of the Activities that I will alert VISTA Gardens before engaging in such actions. I take the responsibility to alert VISTA Gardens with what Activities I, and/or my children, are able to do.
- (3) I hereby agree, personally and/or on behalf of my minor child, that participation in the Activities and use of the Facilities and Equipment is only granted by VISTA Gardens because of its understanding that in the event of injury to me or my child, or damage or loss of property, that any insurance policy held by me or for my child which covers such a loss shall be the primary source of any recovery.
- (4) I hereby acknowledge that participation in the Activities and/or using the Facility or Equipment may be dangerous and involve the risk of serious injury and/or death and/or property damage, which may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others including VISTA Gardens. Nonetheless, I, for myself and on behalf of my minor child, assume full responsibility for and risk of all bodily injury, death, or property damage sustained while I or my child participate(s) in the Activities or use of the Facility and Equipment.
- (5) I, personally and on behalf of my heirs, personal representatives, executors and assigns, and/or on behalf of my child and my Child’s heirs, personal representatives, executors and assigns, **HEREBY RELEASE, ABSOLVE, DISCHARGE AND COVENANT NOT TO SUE** VISTA Gardens, its officers, employees, and agents, individually or in an official capacity for VISTA Gardens or Hillsborough County from all liabilities, claims, demands, actions, damages, costs or expenses which I or my child may have against VISTA Gardens arising out of or in any way connected to my or my child’s participation in the Activities, or use of the Facilities and Equipment, including my travel to or from any such activity or facilities, and for bodily injury, death or property damage suffered by me or my child before, during, or after said activities. **I UNDERSTAND THAT THIS RELEASE AND WAIVER INCLUDES ANY CLAIM OR ACTION BASED ON NEGLIGENCE, ACTION, OR INACTION OF VISTA Gardens.**
- (6) I will defend, hold harmless and indemnify VISTA Gardens, its officers, employees and agents, from and against all liability, loss, claims, damages, costs, attorneys’ fees and expenses of whatever kind or nature which VISTA Gardens, its officers, employees, and agents may sustain, suffer, or incur, or be required to pay by reason of permitting me or my child to participate in the Activities and/or use of the Facilities and Equipment, even if allowing me or my child to do so is later found to be wrongful or negligent.
- (7) I expressly agree that the foregoing release and waiver of liability and indemnity is intended to be as broad and inclusive as is permitted by the laws of the state of Florida or other State where a claim or action may be instituted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- (8) Unless otherwise stated in Section D of this document (below), I hereby grant VISTA Gardens permission to use my or my child’s likeness, video, and/or photograph in any and all of its publications, including website entries, without payment or



other consideration. I understand and agree that these materials will become the property of VISTA Gardens and will not be returned. I hereby authorize VISTA Gardens to edit, alter, copy, exhibit, publish or distribute this video/photo for purposes of publicizing VISTA Gardens' programs or any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the video/photograph.

(9) VISTA Gardens does not closely monitor minor volunteers/participants. All volunteers/participants thirteen and under must make prearrangements with an adult who must stay with the volunteer/participant at all times.

A. VOLUNTEER OR PARTICIPANT INFORMATION (Please Print)

FIRST NAME _____ MI ____ LAST NAME _____

IS THE VOLUNTEER/PARTICIPANT UNDER 18 YEARS OLD? ___ YES ___ NO

IF THE VOLUNTEER/PARTICIPANT IS UNDER 18, WHAT IS THE BIRTHDATE? __/__/____

ADDRESS _____

GENDER ___ Male ___ Female

Volunteer Phone Number _____

Volunteer/Participant Email Address _____

B. GUARDIAN/PARENT INFORMATION (Information only if volunteer/participant listed above is a minor)

FIRST NAME _____ MI ____ LAST NAME _____

Guardian/Parent Address (if different from Section A)

Guardian/ Parent Phone # (___ Cell ___ Home ___ Work) _____

Guardian/Parent Email Address: _____

C. EMERGENCY CONTACT

_____	_____	_____	_____
First Name	Last Name	Relationship	Phone Number

D. ADDITIONAL INFORMATION In the space below, please list any allergies, medications, and/or medical history you feel VISTA Gardens should be aware of, or any additional emergency contacts or persons authorized to pick up minors. If you do not want your photograph used in accordance with paragraph 8, please expressly state this on page 3 of 3.



D. ADDITIONAL INFORMATION (continued)

BY SIGNING MY NAME BELOW, I CERTIFY: THAT (1) I AM OVER THE AGE OF 18 AND I AM THE PARTICIPANT/VOLUNTEER OR THE LEGAL GARDIAN/PARENT OF THE VOLUNTEER/PARTICIPANT OF THE MINOR LISTED ABOVE; (2) I UNDERSTAND THAT I AM WAIVING IMPORTANT LEGAL RIGHTS TO RECOVER DAMAGES FOR INJURY AND/OR PROPERTY DAMAGE; (3) I HAVE READ AND AGREE WITH THIS WAIVER; (4) I VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT; AND (5) NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Signature of volunteer/participant or parent/guardian of minor volunteer/participant

Date

Print name (Print Clearly)

Relationship