

# RELEASE OF LIABILITY

(Read carefully before signing)

**THIS RELEASE OF LIABILITY**, ("Release"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the SCHOOL DISTRICT OF OSCEOLA COUNTY ("School District") AND \_\_\_\_\_, ("Releasor"), whose address is \_\_\_\_\_, for the following event: \_\_\_\_\_ ("EVENT"), which will take place on \_\_\_\_\_ between the hours of \_\_\_\_\_.

For and in consideration of School District allowing Releasor access to and use of School District property during the above-specified time period for Event, Releasor hereby agrees, on behalf of itself and its employees, members, agents, and invitees, as follows:

I understand and assume all risks of injury or loss to myself or to my employees, members, agents, and invitees, resulting from any negligent act during EVENT, **even when the injury or loss results from the action or inaction, negligent or otherwise, of the School District, or any of its representatives, officers, agents, affiliates, employees, the administration and elected and appointed officials.**

I further agree to hold harmless, indemnify and defend the School District, its representatives, officers, agents, affiliates, employees, the administration and elected and appointed officials from and against all liability, suits, action, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorneys' fees, costs and appeals, arising or resulting, in whole or in part, from any tort, intentional action, negligent acts or omissions on the part of Releasor or any of its officers, agents, servants, employees, contractors, subcontractors, participants, guests, invitees arising out of or in any way connected with the EVENT, **or arising out of or in any way connected with any action or inaction, negligent or otherwise, of the School District, or any of its representatives, officers, agents, affiliates, employees, the administration and elected and appointed officials.** This indemnification provision shall survive the termination of this Release. Nothing claimed herein shall be construed as a waiver of any immunity or limitation of liability the School District may have under the doctrine of sovereign immunity of Section 768.28, Florida Statutes.

I acknowledge that School District does not provide security for EVENT and School District has no liability for any loss or damage to any of my personal property while I am on school grounds, **including but not limited to my automobile and personal items.**

I further agree to comply with the terms and conditions of the Addendum to Waiver of Liability, if EVENT takes place when students are present on school property, which separate form shall be provided for signature and incorporated into this Release.

**Releasor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization