

VOLUNTEER RELEASE OF LIABILITY AGREEMENT (INDIVIDUAL)

Project Title: Holiday Lights in the Garden

In consideration of the opportunity offered to participate in the Holiday Lights in the Garden I do hereby knowingly, freely, and voluntarily release, waive, discharge, indemnify, and hold harmless Pinellas County and the Florida Botanical Gardens Foundation, Inc. its officers, employees, agents and volunteers from any and all liability, losses, expenses, damages, claims, causes of action, or judgements including without limitation attorney's fees and court costs, which may be sustained by me and/or my family directly or indirectly in connection with, or which may arise out of participation as a volunteer, whether caused in whole or in part by the negligence of Pinellas County or the Florida Botanical Gardens Foundation, Inc., its officers, employees, agents, volunteers, or otherwise. I further agree not to represent myself as an officer, agent, or employee of Pinellas County or the Florida Botanical Gardens Foundation, Inc. and acknowledge that I am participating as a Short Term volunteer for the County and the Florida Botanical Gardens Foundation, Inc. on my own time and outside the scope of any employment, and that I am not entitled to any compensation or stipend from the County or the Florida Botanical Gardens Foundation, Inc. I further agree that any vehicle that I drive to, from, or during a volunteer activity is my own property. I acknowledge that neither the County nor the Florida Botanical Gardens Foundation, Inc. will be responsible or liable for any personal injury or property damage caused in part or in whole by my personal vehicles.

I have read this release and fully understand its terms. I further understand that I have given up substantial rights by signing this form and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of, and indemnification from, any and all liability to the greatest extent permitted by law and agree that if any portion of this Release is held to be invalid, the balance notwithstanding shall continue in full legal force and effect.

I agree to abide by all rules, regulations, and policies, either published or in effect by usage, and all rules, regulations, and laws of the County and the State of Florida.

I understand the Pinellas County, to protect its citizens, may conduct a check of my name through law enforcement agencies and license bureaus. I understand that a criminal offence may exclude me from volunteering. Accordingly, I authorize those parties having knowledge of my past to cooperate in this procedure by releasing information as requested.

Under penalties of perjury, I declare that I have read the foregoing, and all are true to the best of my knowledge and belief.