**JEEPIN’ FOR JUSTICE**

**WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE**

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF PARTICIPATION OR OBSERVATION OF JEEPIN’ FOR JUSTICE

I acknowledge that I am eighteen (18) years of age or older. I, on behalf of my heirs, agents, assigns, beneficiaries, executors, and administrators, state that I understand that the activity that I have chosen to participate in and/or observe on The Concourse Property aka Safety Town located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Facilities”) is inherently dangerous in that vehicles are being driven on a manufactured obstacle course. I agree to read and abide by all the \_\_\_\_\_\_\_\_\_ Safety Rules and Regulations for driving a vehicle on the course or being a passenger in a vehicle on the course (are there any?), and also agree to assume any and all risks associated to and with the use of the facilities, including, but not limited to: participation in Jeepin’ for Justice, damage to any personal property, injury or loss of life, and loss of personal property through misplacement, loss, or theft while participating or observing Jeepin’ for Justice.

I, and on behalf of my heirs, agents, assigns, beneficiaries, executors, and administrators, for the consideration of being allowed to enter and use the Facilities and being allowed to participate in Jeepin’ for Justice and other valuable consideration, do hereby absolutely and unequivocally agree to release, save, and hold harmless Jeepin’ for Justice, Pasco Sheriff’s Office Charities, Inc., Chris Nocco as Sheriff of Pasco County, its sponsors, agents, employees, assigns and successors in interest from any claim, demand, or liability (whether claimed by myself or another person or entity) which may arise out of any loss, damage, injury, or death which I may sustain, as well as any theft, unexplained disappearance or damage which may befall my property accompanying me (whether en route to, during participation in or during observation of the event, and while en route from the event, or while on the Facilities) where any of the events occur, with the above use of Facilities and services, even if any loss, damage, injury, or death which I may sustain, including theft, unexplained disappearance, or damage which may befall my property arises from negligence of Jeepin’ for Justice, Chris Nocco as Sheriff of Pasco County, or Pasco Sheriff’s Office Charities, Inc., its officers, members, agents, or employees. **I VOLUNTARILY ASSUME ALL SUCH RISKS FOR MY FAMILY MEMBERS, GUESTS, AND MYSELF (and heirs, agents, assigns, beneficiaries, executors, and administrators).**

I, on behalf of myself and all family members, agree to indemnify and hold harmless Jeepin’ for Justice, Chris Nocco as Sheriff of Pasco County, and the Pasco Sheriff’s Office Charities, Inc., the Officers and Directors of the Pasco Sheriff’s Office Charities, Inc., its agents, employees, members, assigns, and successors in interest for any and all damages caused by my use of the Facilities’ property which would include, but not limited to, damages or personal injuries caused by my negligence and/or the negligence of minors or other persons that I brought to Facilities, and attorney fees and costs to defend any and all claims brought against Jeepin’ for Justice, Chris Nocco as Sheriff of Pasco County, and/or the Pasco Sheriff’s Office Charities, Inc., the Officers and Directors and Members of the Pasco Sheriff’s Office Charities, Inc., its agents, employees, members, assigns, and successors in interest resulting from my participation in Jeepin’ for Justice or that of minors or other persons that I have brought to Jeepin’ for Justice.

I further acknowledge the right of the Pasco Sheriff’s Office members or employees or the Pasco Sheriff’s Office Charities, Inc. members or Directors to immediately terminate my participation in Jeepin’ for Justice upon any failure of mine (or my guests) to fully comply with all Pasco Sheriff’s Office rules and policies and directions of the Facility Spotters on the obstacle course.

By my signature below, I certify that I have read, understand, and agree to the terms and conditions of this Release and Waiver. I also agree that I (and any minors and/or guests brought with me) will, at all times within the Facilities, abide by any instructions given to me (and my minors and/or guests) by Facilities personnel and/or Pasco Sheriff’s Office Charities Inc. personnel.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_