

Car Show
-PARTICIPANT CONSENT AND WAIVER AGREEMENT-

I acknowledge that I intend to participate in the _____ Car Show (the "Event") on February 18 or 25, 2017, which is to be held for the enjoyment of various patrons of the Harbor Bay Community Development District (the "District"). Intending to be legally bound and in consideration for being allowed to participate in the Event, I hereby voluntarily assume any and all risk, including but not limited to injury to my person and property, relating to the Event, and I agree to indemnify, defend, release, and hold harmless the District, Mira Bay Homeowners' Association, Inc., Terrabrook Apollo Beach, LLC, WTS International, Inc., and the Community Outreach Club, as well as any of these entities' affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials, members, or contractors (collectively, the "Indemnitees") from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users, or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Event, unless such loss is solely the result of Indemnitees' gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules, and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Participant Consent and Waiver Agreement and I willingly sign below as my own free act, being both of lawful age and legally competent to do so. I further agree that this Participant Consent and Waiver Agreement shall apply if I am disabled, injured, or incur disease of a permanent or temporary nature while participating in, or die as a result of participating in, the Event, regardless of the cause, including negligence of the Indemnitees, myself, or others. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the Event and I agree to attach proof of automobile insurance to this Agreement. I understand that the District has no obligation to provide any insurance coverage. I also understand that I am responsible for any automobile that I own or have control over if such automobile is utilized for, or involved in, the Event, directly or indirectly. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Nothing in this policy shall be construed as inconsistent with the rules, policies, or regulations of the District, including but not limited to the Amenities Rules Handbook, as adopted by the District's Board in Resolution 2014-07.

Participant Name: _____

Participant Signature: _____ Date: _____
(if Participant is 18 years of age or older)

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____ Date: _____
(if Participant is a minor child)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

**PLEASE ATTACH PROOF OF
AUTOMOBILE INSURANCE
TO THIS AGREEMENT.**

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.