



**FUTURE ACCIDENTAL INJURIES OR DEATH  
WAIVER AND RELEASE**

In consideration of the City of West Palm Beach, Florida (the City) allowing me or my child or ward permission to enter into and upon the property of the City, including, but not limited to, the property commonly known as the Water Catchment Area (all of such City property hereinafter collectively referred to as the "Water Catchment Area"), I, the undersigned, on my behalf, on behalf of myself my heirs, executors, administrators, and assigns, on behalf of my child or ward, and on behalf of my child or ward's heirs, executors and administrators, hereby waive in advance and release and forever discharge any and all claims for damages, for death, personal injury, loss of property, or property damage I, my child, or my ward, may have or that may subsequently accrue to me, to my heirs, executors, administrators, and assigns, or my child or ward or their heirs, executors, and administrators, as a result of my or my child or ward's presence or participation in activities in or around the Water Catchment Area, including by foot, on or off hiking and walking trails and/or boardwalks and wooded areas, or on the areas of the Water Catchment Area covered by water, by canoe or by other watercraft, whether or not caused by the City or its agents and employees, unknown third parties, or otherwise. I, the undersigned, on behalf of myself, my heirs, executors, administrators, and assigns, on behalf of my child or ward, and on behalf of my child or ward's heirs, executors and administrators, discharge and release, in advance, the City of West Palm Beach and the Grassy Waters Preserve, a non-profit corporation, and the officers, directors, employees, and agencies of both the City and Grassy Waters Preserve, and their respective agents, boards, commissions, and any other representatives of the foregoing without limitation, from any and all liability arising out of or connected in any way with my participation in activities at Grassy Waters Preserve on City-owned property, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above.

I acknowledge that activities at the Grassy Waters Preserve, including but not limited to, hiking, running, biking, camping, walking, and/or canoeing or boating, extend through natural and wooded areas and areas covered by water. I further acknowledge that serious accidents may occasionally occur during the foregoing activities in and around water, as well as native and wild surroundings, including but not limited to falls, drowning, insect and/or snake bites, encounters with dangerous wildlife (for example: alligators and wild boar), and exposure to noxious plants. My participation in any such activity or the participation of my child or ward is voluntary and done at my or their own risk. I voluntarily assume all risks of loss, damage and/or injury that may be sustained by myself or my child or ward, while participating in the above-mentioned activities. I further agree to hold harmless all of the persons and entities mentioned above who through negligence or carelessness or otherwise, might be liable to me, my heirs, personal representatives, or assigns, my child or ward or their heirs, personal representatives, or assigns, for damages. I understand and agree that medical or other services rendered to me or my child or ward, by, or at the instance of, any of the persons or entities mentioned above is not an admission of liability to provide or to continue to provide any such services, and is not a waiver by any of the persons or entities mentioned above with any right hereunder.

I hereby agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the Agreement is held invalid, that the balance of the Agreement shall, notwithstanding, continue in full force and effect.

**NO PERSONS ARE PERMITTED ON ANY WATERCRAFT IN THE WATER CATCHMENT AREA WITHOUT AN APPROVED PERSONAL FLOTATION DEVICE. I HAVE READ AND UNDERSTOOD EVERYTHING WRITTEN ABOVE AND I VOLUNTARILY SIGN THIS WAIVER AND RELEASE. THIS FORM IS INVALID WITHOUT A SIGNATURE.**

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(If Participant is a Minor, Signature of Parent or Guardian)

\_\_\_\_\_  
(Print Name of Participant)

\_\_\_\_\_  
(Print Name of Parent or Guardian)

\_\_\_\_\_  
(Program and Date)