BRANCHING OUT INITIATIVE RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "**I**", "**me**", or **"Participant"**) desires to participate in the Branching Out Initiative Guided Residential Walking Tour, which may include walking on public sidewalks and streets, uneven terrain, weather exposure, vehicle traffic, and physical exertion (the "**Activity**") with the CITY OF MIAMI, FLORIDA, a municipal corporation of the State of Florida, located at 444 SW 2nd Avenue, Miami, Florida 33130 (the "**City**"). In consideration of being permitted by the City to participate in the Activity and in recognition of the City's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE CITY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE CITY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE CITY OR OTHERWISE.**

I hereby expressly waive and release any and all claims, now known or hereafter known, against the City, and its elected officials, officers, directors, employees, and agents(collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the City, or any Releasees, or otherwise. I covenant not to make or bring any such claim against the City or any other Releasee, and forever release and discharge the City, and all other Releasees from liability under such claims.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the City from any claim based on such treatment or other medical services.

I hereby agree to indemnify, defend, and hold harmless the City and all Releasees from any and all third-party claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of or resulting from my own acts or omissions during participation in the Activity.

This Release constitutes the sole and entire agreement of the City, and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall ensure to the benefit of the City and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising

under this Release may be brought only in the federal and state courts located in Miami-Dade County, Florida and I hereby consent to the exclusive jurisdiction of such courts. Each party shall bear their own respective attorney's fees for any claim or cause of action arising under this release. The Participant shall be entitled to sign and transmit an electronic signature of this Release (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Participant whose name is contained therein. If the Participant provides an electronic signature, Participant agrees to promptly execute and deliver to the City an original signed Release upon request.

I hereby authorize the City of Miami to photograph, film, and record my participation in the Activity and to use such images, video, and recordings for City promotional, educational, and communications purposes without further compensation or notice.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY/INDEPENDENT LEGAL COUNSEL TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT TO EXECUTE THIS RELEASE.

PARTICIPANT INFORMATION

Printed Name:

_____

Address:

_____

_____

_____

Signed:

_____

Emergency Contact Name: _____

Relationship: _____

Phone: _____