NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO §744.301, FLORIDA STATUTES:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE FLORIDA SHERIFFS ASSOCIATION, THE CITRUS COUNTY SCHOOL DISTRICT AND BOARD, THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE OFFICE OF THE SHERIFF OF CITRUS COUNTY, FLORIDA, USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE FLORIDA SHERIFF’S ASSOCIATION, THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE OFFICE OF THE SHERIFF OF CITRUS COUNTY, FLORIDA, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD, OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE FLORIDA SHERIFFS ASSOCIATION, THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE OFFICE OF THE SHERIFF OF CITRUS COUNTY, FLORIDA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Applicants under age 18 must have parent or guardian complete Parts “A” and “B”.

PART “A” – WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT TO PARTICIPATE IN THE FLORIDA SHERIFFS ASSOCIATION TEEN DRIVER CHALLENGE

I, ____________________________________________________________ hereby give permission for my child, ____________________________________________________________, to participate in the “Event” listed below. In consideration of being permitted to participate, compete, officiate, observe, work for, or for any purpose participate in any way in the FLORIDA SHERIFFS ASSOCIATION TEEN DRIVER CHALLENGE OFFERED BY THE OFFICE OF THE SHERIFF, CITRUS COUNTY, FLORIDA (“Event”) each of the undersigned, for himself/herself, his/her personal representatives, heirs, next of kin, acknowledges, agrees and represents that he/she:
1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE FLORIDA SHERIFFS ASSOCIATION, THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE OFFICE OF THE SHERIFF OF CITRUS COUNTY, FLORIDA, its members, officers, employees, the promoters, other participants, operators, officials, sponsors, advertisers, owners and lessees of the premises used to conduct the Event, and each of them, their officers and employees, all for the purposes herein referred to as “Releasees;” from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or the undersigned's minor child, whether caused by the negligence of the Releasees or otherwise while the undersigned or the undersigned's minor child is competing, officiating in, observing, and/or working for, or for any purpose participating in the Event;

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned or the undersigned’s minor child in any way competing, officiating, observing or working for, or for any purpose participating in the Event and whether caused by negligence of the Releasees or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees or otherwise and/or while competing, officiating, observing, or working for or for any purpose participating in the Event.

4. HEREBY expressly acknowledges and agrees that the Event is dangerous and involves the risk of serious injury and/or death and/or property damage. Each of the undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue to full legal force and effect.

5. HEREBY expressly acknowledges and agrees that (1) the training course involves moving vehicles being operated by inexperienced drivers; (2) the undersigned’s minor child will be operating a vehicle with the express written consent of the owner of the vehicle; and (3) damage may occur to the vehicle that the undersigned’s minor child is driving or to other vehicles involved in the course.

The undersigned hereby represents and warrants that if I am not the owner of the vehicle which the undersigned’s minor child intends to use while taking this course, I hereby certify that the owner has consented to the use of his/her vehicle and has authorized the use by completing the VEHICLE OWNER'S STATEMENT OF PERMISSION AND RELEASE OF ALL CLAIMS attached. I certify that the vehicle which the undersigned’s minor child will use in this course is in good working order, including the vehicle’s engine, brakes, suspension, steering and tires.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

This waiver, release, and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said Releasees applies to each and every event or activity hereinabove mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned or the undersigned’s minor child participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event hereinabove described.

Signed: ____________________________  Witness: ____________________________

Date: ____________________________
PART “B” – PARENT/GUARDIAN WAIVER – RELEASE FROM LIABILITY

(If applicant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, the following waiver.)

The undersigned ____________________________ (name of parent(s)) referred to as the parent(s) and natural guardian(s) or legal guardian(s) of ____________________________ (name of child) does hereby represent that he/she/they is/are, in fact, acting in such capacity and agree to save and hold harmless and indemnify each and all of the Releasees herein referred to above from all liability, loss, cost, claim or damage whatsoever may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the undersigned.

I give permission to the CITRUS COUNTY SHERIFF’S OFFICE to use photographs and/or video images of my child for media coverage, or for any other use deemed appropriate by the SHERIFF.

Signed: __________________________________________
Signed: __________________________________________
Relationship to Minor: ____________________________

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME personally appeared _________________, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this ______ day of __________, 20____.

_______________________________
Notary Public

My Commission expires: ________________

[ ] Personally known

[ ] Provided ___________________________ as identification

A COPY OF THE MINOR CHILD’S DRIVER’S LICENSE MUST BE ATTACHED.