

**CITY OF NORTH MIAMI AND MUSEUM OF CONTEMPORARY ART
Program/Activity Participation Form
Release, Waiver, and Indemnification Agreement**

Date of Program/Activity: _____

Program/Activity: _____

Participant's Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Date of Birth: _____

Email: _____

Parent or Guardian's Name (if under 18 yrs) _____

Parent or Guardian's Phone (if under 18 yrs) _____

Emergency Contact: _____ Phone: _____

I, the undersigned participant, or both parents or legal guardian of the participant whose name(s) appear above, voluntarily consent and agree that the above named individual may participate in this non-commercial, community oriented or school supported program activity.

By executing this document, the undersigned further agree to the following:

WAIVE ANY CLAIM against the City of North Miami ("City") and the Museum of Contemporary Art ("MOCA") and their officers, agents and employees arising from any loss, injury, or damage to person or property and does COVENANT NOT TO SUE the City and/or MOCA, their officers, agents and employees.

RELEASE, INDEMNIFY, AND HOLD HARMLESS the, City and/or MOCA, their officers, agents and employees from any and all claims, suits, actions, demands, rights, court judgments or expenses arising from or by reason of any and all known or unknown damages, claims or actions arising from participation in the above described program/activity.

Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Authorize the City of North Miami and/or MOCA to depict for any purpose, without paying compensation to me or our child, my name, image or the likeness of me or my children in photographic or other works including artwork created during a MOCA class or program appearing in any and all media (presently known or unknown) worldwide.

In the event participant is under the age of 18, both parents or guardians of participant, consent and agree that the program/activity named above, provides the participant child with an essential of knowledge or life skill which may personally benefit participant's development in society.

In the event any portion of this Agreement is deemed to be void, the undersigned specifically agree to waive any and all claims, including but not limited to claims for medical expenses, future cost of medical bills, pain and suffering, and emotional distress, again the City and/or MOCA, their officers, agents and employees.

The City and/or MOCA desire to enter into this Agreement only if in so doing the City and/or MOCA can place a limit on their liability for any cause of action for money damages or arising out of the Agreement, so that its liability never exceeds the sum of \$1,000.00. Participant, or both parents or guardians (if participant is under the age of 18) hereby expresses its willingness to enter in to this Agreement with recover from the City and/or MOCA for any action or claim arising from this agreement to be limited to the sum of \$1,000.00.

This Agreement shall be binding on all heirs, successors and assigns of participant is under the age of 18, of each parent or guardian.

All of the undersigned have fully read, understood and agree to each and every term contained in this release, waiver and indemnification agreement.

Signature of Participant, Parent of Guardian (if under 18 yrs) _____

Print Name: _____

Address, City, State, Zip _____