

**CITY OF MOUNT DORA**  
**PARTICIPATION, RELEASE, WAIVER OF**  
**LIABILITY AND INDEMNITY AGREEMENT**

1. I, \_\_\_\_\_, hereby agree that in exchange for the privilege of being on City property and participating in the City of Mount Dora 2022 MOUNT DORA BICYCLE FESTIVAL, whether for little or no cost to me, is adequate consideration to bind me, my spouse, heirs, legal representatives, assigns, creditors and the like, regarding any term or covenant contained within this agreement.
2. I accept the premises of City property as is and agree to assume full responsibility and risk of death, bodily injury, personal injury, loss of present and future income, property damage, or other losses or damages of any kind whatsoever, whether due to the negligent or intentional acts or omissions, improper or lack of training, defective or improperly maintained equipment or any other cause whether or not attributed to the City of Mount Dora, its directors, employees, agents or servants, while I am on the property of the City and while I am using, intending to use or having used this privilege and do release the City of Mount Dora, and its employees, agents or servants from liability, or for contribution as a joint tort-feasor, and will indemnify and hold harmless the City of Mount Dora, and its employees, agents, or servants from any such liability or contribution as a joint tort-feasor while using this privilege.
3. I agree that I will be liable for any and all damages caused to property of the City of Mount Dora or property of any other owner, which is caused by my presence on the property, whether by myself, my associates, employees or agents, or by any equipment associated with my presence or brought onto City property by me.
4. It is understood and agreed by me that this release, waiver and indemnity agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Florida.
5. I further understand and agree that if any portion hereof is held invalid, it is agreed that all terms contained within shall remain severable and the balance shall notwithstanding, continue in full legal force and effect.
6. I expressly agree and waive any right that I have to a trial by jury and further waive any right to have disputed issues, claims or any other actions, involving the City of Mount Dora, heard by a jury.
7. I agree that the proper venue of any action arising from, related to, or connected with my participation in the above listed City of Mount Dora event shall be brought in the state or county courts within Lake County, Florida.

8. I further understand, assert and affirm that I have no known physical or mental conditions that would impair my ability to fully participate as intended or expected, nor am I now upon the execution of this document or will I be under the influence of any drugs, whether controlled or not, including alcohol, or any other substance that is capable of altering my mood or physiological state, at the time of my participation in the aforementioned event.
9. I swear or affirm that I have read, understood to my satisfaction, and agree with every item contained within this entire form, including each paragraph above, every sentence contained therein, and this paragraph in its entirety. I further agree that if I do not understand any language, phrase or term contained on or within any part of this form, I will postpone the signing of the same and my participation in the above-stated activity until I receive clarification from the City of Mount Dora's legal department.

Signature of Affiant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Affiant: \_\_\_\_\_

Address of Affiant: \_\_\_\_\_

\_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_