

IN CONSIDERATION of being given the opportunity to participate in any SABRINA COHEN FOUNDATION ADAPTIVE BEACH ACTIVITIES, I, for myself, my personal representative, assigns, heirs, aide and next of kin:

- ACKNOWLEDGE, agree and represent that I understand the nature of Adaptive Waterfront Activities, both on water and land based, I am qualified, in good health and have the clearances from my physician to participate in such activity.
- FULLY UNDERSTAND that: (a) WATERFRONT ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death (“Risks”); (b) these risk and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activity including transferring from wheelchair to beach chair, being escorted and placed into the water, and any other water related activities and the condition in which the activity takes place or the negligence of the releasees names below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISK AND ALL RESPONSIBILITY FOR LOSSES, COST AND DAMAGES I incur as a result of my participation in the activity.
- AGREE AND WARRANT that I will examine and inspect each activity in which I take part as a member of the ACTIVITY and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the activity and will not take part in the activity until the condition has been corrected to my satisfaction.

I HEREBY RELEASE, discharge, and covenant not to sue the Sabrina Cohen Foundation, the City of Miami Beach, their administration, directors, agents, officers, volunteers and staff and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the activity takes place, (each considered on /of the Releasees herein) from all liability, claims, demand, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver or liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will INDEMNIFY, SAFE AND HOLD HARMLESS, each of the Releasees, from any litigation’s expense, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

NOTE: All photos / video taken at Adaptive Beach Day events are property of the Sabrina Cohen Foundation, which may be used for promotional or marketing purposes by the Foundation (material will not be sold to third party affiliates). We are also not responsible for stolen or lost items. I have read this agreement, fully understand it’s terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding shall continue in full force and effect.

- Initial here acknowledging that you can swim and/or stay afloat in deep water for 10 minutes _____
- Initial here if you refuse to wear a lifejacket in the water _____

Parental Consent if attendee is under the age of 18: I, the minor’s parent and/or legal guardian, understand the nature of waterfront activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, damages, losses, or damages on the minor’s account caused or alleged to be caused in whole or part by the operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damages, or cost any may incur as the result of any such claim.

Print Name: _____ **Date:** _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Cell Phone: _____ **Email:** _____

Signature of Attendee (if over 18)

Signature of Parent/Guardian: (if under the age of 18)

**SIGNING THIS WAIVER COVERS ALL ADAPTIVE BEACH DAY EVENTS FOR 2018, INCLUDING:
APRIL 8, APRIL 22, MAY 6, MAY 20, JUNE 3, JUNE 17, JULY 1, JULY 15, AUGUST 5, AUGUST 19,
SEPTEMBER 2, SEPTEMBER 16, OCTOBER 7, OCTOBER 21, NOVEMBER 4, NOVEMBER 18**