



## **POLICE HONOR GUARD OF BROWARD COUNTY, FL INC.**

### **HOLD HARMLESS AGREEMENT, WAIVER AND RELEASE**

THE POLICE HONOR GUARD OF BROWARD COUNTY, INC. and its directors, officers, successors, assigns, transferees, employees, representatives, and agents, both current and former, and both individually and collectively (all hereinafter referred to as "HGA") and the undersigned volunteers and attendees of the annual honor guard academy, their heirs, assigns, executors and administrators, (hereinafter collectively referred to as "Volunteer") enter into this Hold Harmless Agreement, Waiver and Release (hereinafter "Agreement") effective immediately as of the time and date on which the Agreement is signed.

WHEREAS, VOLUNTEER desires to participate in the annual honor guard academy and discharge firearms, dangerous instruments and weapons in the course of the academy, the volunteer:

A. Waives, and releases and forever discharges HGA from all claims, rights, and causes of action, in law or in equity, of any kind whatsoever, which Volunteer has or may have against HGA, whether such claims, rights or causes of action are now known or later discovered. The claims, rights, and causes of action covered by this waiver and release include, but are expressly not limited to, any claim, right, or cause of action based on any federal, state or local law, constitution, statute or ordinance, including without limitation, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Acts of 1866 and 1871; the Equal Pay Act of 1963, as amended; the Federal Employment Labor Act (FELA), as amended; the Fair Labor Standards Act of 1938, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Rehabilitation Act of 1973, as amended; the Americans With Disabilities Act of 1990, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Comprehensive Omnibus Budget Reconciliation Act of 1985, as amended; the Older Workers Benefit Protection Act; the Occupational Safety and Health Act of 1970, as amended; the National Labor Relations Act of 1935, as amended (including the Labor Management Relations Act of 1947, as amended); the Family and Medical Leave Act of 1993, as amended; the Florida Civil Rights Act of 1992, as amended; Fla. Stat. §112.3187, 440.15, 440.205, 442.018 and 448.102; Fla. Stat. Ch. 447; and any other claim, right, or cause of action founded in tort (**including claims based on or arising from HGA's negligence**), contract, public policy, estoppel or any other common law or equitable basis of action, including, to the extent allowed, those which may not lawfully be entirely or completely waived.

B. Releases and forever discharges HGA and its respective successors, successors in interest, assigns, subsidiaries, affiliated or related legal entities, officers, directors, principals, agents, employees, servants, representatives, and all persons, firms, associations and corporations connected with them, including without limitation their insurers, sureties, and attorneys (collectively referred to as "the Releasees"), of and from any and all claims, demands, causes of action, obligations, liens, economic and non-economic damages, losses, costs, attorneys' fees and expenses of every kind and nature whatsoever, known or unknown, fixed or contingent, which Volunteer may now have or may hereafter have against the Releasees by reason of any matter, cause or thing arising out of, or in any manner connected with Volunteer's activities at or during the annual honor guard academy, under local, state or federal law.

This Release shall extend to every type of claim, whether based on a tort, contract, FELA, personal injury, mental anguish, psychological, or punitive damages, or other theory of recovery, which Volunteer now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of the annual honor guard academy, including, without limitation, any and all known or unknown claims for bodily and personal injuries and related claims, which have resulted or may result from the alleged negligent acts or omissions of any of the Releasees.

C. Acknowledges and agrees that the release and discharge set forth above is a general release. Volunteer expressly waives and assumes the risk of any and all claims for injuries or damages which exist as of this date, but which Volunteer does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Volunteer’s decision to enter into this Agreement.

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**After Reading, please acknowledge by having each student attending the HGA sign the below attachment. If more than 10 students are attending, please use additional sheet. Only the signature page(s) need to be returned with the class registration.**

