

**STORM DRAIN ARTWORK WAIVER & RELEASE FORM**

**ARTIST’S/ARTIST’S ASSISTANT’S RELEASE OF LIABILITY—READ BEFORE SIGNING**

In consideration for the City of Orlando’s permission for the below-signed person to install or assist in installing Artwork on a storm drain within City of Orlando right of way, the undersigned acknowledges, appreciates, and agrees that:

1. Due to the proximity of the storm drain to travel lanes and vehicular traffic, there is a risk of injury from the activity of installing Artwork on a storm drain, including the potential for permanent disability and death, and while the safety precautions required by the City of Orlando may reduce this risk, the risk of serious injury to me does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined in paragraph 4 below) or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the terms and conditions of the Storm Drain Artwork Agreement entered into between the City of Orlando and \_\_\_\_\_, which provides for my participation in installing Artwork on storm drains within City of Orlando right of way, and a copy of which is attached to this Waiver. If I observe any unusual significant concern in my readiness for participation and/ or during installation of Artwork on a storm drain, I will remove myself from participation and bring such to the attention of City of Orlando personnel immediately; and,
4. **I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY OF ORLANDO, FLORIDA AND THEIR OFFICERS, ELECTED and APPOINTED OFFICIALS, AGENTS, AND EMPLOYEES, (“RELEASEES”) FROM ANY AND ALL CLAIMS ARISING OUT OF MY PARTICIPATION IN INSTALLING ARTWORK ON A STORM DRAIN WITHIN CITY OF ORLANDO RIGHT OF WAY, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY AND ALL INJURIES, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ATTORNEY’S FEES AND ATTORNEY’S FEES ON APPEAL.**

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.** I also waive and release the use of my photograph or likeness for any reason or purpose. **I WANT TO PARTICIPATE IN THE INSTALLATION OF ARTWORK ON STORM DRAINS!**

**MEDICAL RELEASE:** In the event that I am unconscious or otherwise unable to make medical decisions for myself in an emergency, I hereby give permission for medical treatment, and related transportation, to any licensed physician, surgeon, clinic, hospital or ambulance service to secure proper treatment, and to order anesthesia, for myself as named above. I am allergic to the following medications: \_\_\_\_\_.

**SIGNATURES MUST BE NOTARIZED**

PARTICIPANT SIGNATURE	Date Signed	Date of Birth
Name: _____	Form of ID: _____	
Address: _____	Apt. #: _____	E-Mail: _____
City: _____	State: _____	Zip: _____ Phone: _____

DOCTOR to be notified in case of emergency: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, who is personally known to me or has produced a \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_