

City of South Miami
5800 SW 66th Street
South Miami, FL 33143
Phone: (305) 668-3876
Fax: (305)668-7388

Fitness Center Membership Registration



General Agreement/Release

In consideration for the City of South Miami Parks and Recreation Department providing the requested facility.

I, _____, do hereby:

- 1) Accept, assumes and voluntarily incur all risks of any injuries, damages, or harm which might arise from the use of the requested facility due to the negligence or other fault of the APPLICANT or anyone acting through or on behalf of the APPLICANT.
- 2) Agree to compensate the City of South Miami ("City") for any repair and/or replacement costs for damages to the requested facility or equipment while in use during the above date and time.
- 3) Agree to indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the APPLICANT, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, which arises out of or is concerning the use of the requested facility by me or anyone acting for or through me. I agree to pay all losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them.
- 4) Agree and recognize that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the APPLICANT, its contractor/subcontractor, if any, or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the APPLICANT, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the APPLICANT, its contractor/subcontractor, if any, or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them. The APPLICANT has the duty to provide CITY with a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.
- 5) Understand and agree to abide by all applicable rules and regulations as set forth herein and attached to this form. I further understand that I may be asked to vacate the premises and may forfeit my security deposit if I fail to abide by these rules and regulations or any other reasonable request from City of South Miami staff.
- 6) Understand and agree that rentals, including pavilion rentals operate between sunrise and sunset (excluding rentals at South Miami Park, Palmer Park and the Gibson-Bethel Community Center).
- 7) I certify that the above information is correct and that I have read and understand the rules and regulations governing this permit.

Applicant Signature: _____ Date: _____

Parent or legal Guardian (if participant is under 18 years old)

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