

**OKALOOSA COUNTY BEACH CLEANUP  
LIABILITY RELEASE, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT**

I am willingly and freely participating and volunteering at the Beach Cleanup on September 17, 2022 at the location of my choosing. I affirm that I am over the age of eighteen (18), am in good health and of sound mind.

I shall indemnify and hold harmless **OKALOOSA COUNTY**, its officers and employees, Saltwater Restaurants, Inc., and any business, entity, and/or non-profit associated with the cleanup event, along with their parent, subsidiary, affiliate companies, and related restaurants, employees, and any businesses, companies, and governmental agencies (herein collectively referred to as "Event Organizers") from liabilities, damages, losses, and cost including but not limited to reasonable attorney fees, to the extent caused by my negligence, recklessness, or intentional wrongful conduct while in the performance my volunteer work. I affirm that I am aware and acknowledge that my volunteer work does not make me an employee of Okaloosa County, Florida and I will not be entitled to employee benefits or insurance coverage.

By signing this I hereby affirm that I am aware that any outdoor activity, including beach or coastal cleanups have inherent risks which may result in serious injury or death. I understand outdoor activities, in severe weather involves some risk.

In consideration of being allowed to participate in this cleanup event, hereinafter referred to as "Event" I hereby personally assume all risks, whether foreseen or unforeseen, that may befall me while I am a participant in this Event. I further release, exempt and hold harmless said Event and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this Event including both claims arising during the Event.

I also understand that any outdoor activity, including beach or coastal cleanups are physically strenuous activities and that I will be exerting myself during this Event, and that if I am injured as a result of heart attack, panic, hyperventilation, or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I again state that I am of lawful age and legally competent to sign this liability release. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

**BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE EVENT ORGANIZERS AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**