



EXHIBIT D

Individual Indemnification, Release, and Waiver Agreement for Lease

I, _____ ("Invitee"), certify that I am authorized to use the County of Volusia, Florida ("County") property per the Lease entered into between the County and Daytona Beach Radio Control Association, Incorporated, as either a member of Daytona Beach Radio Control Association, Incorporated, or an invitee of Daytona Beach Radio Control Association, Incorporated. I understand that any recreational activity conducted on the County property pursuant to the Lease is organized, conducted, and performed by a private party and that it is not a County event. Absent my execution of this Individual Indemnification, Release, and Waiver Agreement for Lease ("Agreement"), the County will not allow me to participate in any recreational activity on County property.

WHEREFORE, in consideration and exchange for recreating on County property, I acknowledge and agree to the following:

- (a) **DECORUM AND CONDUCT.** I understand and agree that recreating on County property is that of an invited guest, and that if I engage in any wrongful or criminal behavior, the County may immediately expel me from County property. I understand and agree that I may be subjected to civil and/or criminal liability for engaging in any such conduct or behavior, where such behavior rises to the level of illegal conduct or otherwise results in fiscal losses or other damage to the County or County property.
- (b) **ASSUMPTION OF RISK.** I hereby agree to assume all risk, responsibility, and liability to myself for any personal injury, psychological or psychiatric trauma, or wrongful death that may result from my participation in any recreational activity on County property. As such, it is my intention to waive all rights and release and discharge the County from and neither sue nor bring any proceeding against the County for any claim, demand, or cause of action arising from my negligence, or any negligence or omission of the County or any third party as a result of my participation in any recreational activity on County property. Further, it is my intention that this assumption of risk and the waiver and release described herein shall be binding on myself, including any and all of my personal representatives, heirs, executors, trustees, administrators, agents, and assigns.
- (c) **WAIVER AND RELEASE.** I irrevocably agree on behalf of myself and all of my personal representatives, heirs, executors, administrators, agents, and assigns to waive, release, and forever discharge any and all actions, suits, obligations, debts, liens, causes of action, or claims (known and unknown) for damages against the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status (hereinafter collectively referred to as the "Released Parties"), for personal

injury, death, property damage, workers compensation, disability, unemployment compensation, wages, costs, expenses, attorney's fees, damages, judgments, orders, or liabilities of whatever kind or nature in law or equity, arising out of the negligence of the County or my participation in any recreational activity on County property in connection with the County (directly or indirectly), whether active or passive, which may hereafter accrue to me or any of my personal representatives, heirs, executors, administrators, agents, and assigns (hereinafter "Waiver and Release"). Further, I agree that this Waiver and Release is irrevocable and includes, without limitation, waiver and release of the County for any injury, illness, disease, or death that may occur as a result of my, the County's, or any third party's negligence while I am participating in any recreational activity on County property.

(e) I HAVE CAREFULLY READ AND REVIEWED THIS WAIVER AND RELEASE. I UNDERSTAND THAT BY EXECUTING IT, I AM GIVING UP MY RIGHTS TO BRING ANY LEGAL ACTION OR ASSERT ANY CLAIM AGAINST THE COUNTY OF VOLUSIA, INCLUDING ITS DISTRICTS, AUTHORITIES, SEPARATE UNITS OF GOVERNMENT ESTABLISHED BY LAW, ORDINANCE OR RESOLUTION, PARTNERS, ELECTED AND NON-ELECTED OFFICIALS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ANY PARTY WITH WHOM THE COUNTY HAS AGREED BY CONTRACT TO PROVIDE ADDITIONAL INSURED STATUS, ON THE BASIS OF THE NEGLIGENCE OF THE COUNTY, ANY THIRD PARTY, OR MYSELF ARISING FROM OR IN CONNECTION WITH MY PARTICIPATION IN THE RECREATIONAL ACTIVITIES. IN ADDITION, I HAVE VOLUNTARILY SIGNED THIS WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN WAIVER AND RELEASE HAVE BEEN MADE TO ME BY THE COUNTY OR ITS AGENTS OR REPRESENTATIVES.

(f) SEVERABILITY. The provisions of this Agreement are severable, and if any provision is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provisions shall nevertheless be enforceable. The County's failure to enforce any remedy or provision in this document shall not be construed as a waiver of such remedy or provision.

This Individual Indemnification, Release, and Waiver Agreement for Release relating to recreational activity on County property is hereby agreed to and accepted by:

PARTICIPANT'S SIGNATURE

DATE

PARTICIPANT'S NAME - LEGIBLY PRINTED

TELEPHONE

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, A CUSTODIAL PARENT OR LEGAL GUARDIAN MUST SIGN ON BEHALF OF AND IN ADDITION TO THE PARTICIPANT, CERTIFYING THAT SUCH PARENT OR GUARDIAN HAS FULLY REVIEWED THIS AGREEMENT WITH PARTICIPANT AND AGREES TO ITS TERMS AND CONDITIONS:

CUSTODIAL PARENT/LEGAL GUARDIAN'S SIGNATURE

DATE

CUSTODIAL PARENT/LEGAL GUARDIAN'S NAME - LEGIBLY PRINTED

TELEPHONE