





**RELEASE AND INDEMNITY**

WHEREFORE, for and in consideration of the use of certain weight room facilities and exercise equipment and/or Aquatic facilities owned by the City of Biloxi, Mississippi, and located in the City of Biloxi, facility, I \_\_\_\_\_ do hereby release, acquit and forever discharge the City of Biloxi, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorney's fees) in connection with or arising from or out of my use of said weight room and/or WHEREFORE, PREMISES CONSIDERED: The undersigned further agrees that the he/she shall indemnify and hold harmless the City of Biloxi against and from all claims, demands, and actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may arise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above identified room and equipment. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorney's fees) arising out of, claimed on account of, or in any manner predicted upon any accident or other occurrence arising from the use of the above identified room and equipment causing injury to person(s) (including death) or property to whomsoever or whatsoever in law and equity.

This the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

(Parent's signature is required for those under the age of 18; guardian's signature is required for any minor for whom a guardian is appointed.)

**PHOTOGRAPHIC LIKENESS CONSENT**

Please Print Name: \_\_\_\_\_

By signing below I give the City of Biloxi Parks And Recreation Department permission to use my and/or my child's photographic likeness in promotional publications, educational publications, display and in other media.

I grant permission to the City of Biloxi Parks and Recreation Department to use, reproduce, distribute and/or publicize my and/or my child's photographic likeness taken by the City of Biloxi Parks and Recreation Department. Publication, use and distribution of my and/or my child's photographic likeness may be by any means and without limit. Publication or use may occur in any media, including newspaper; magazines, television; brochures; pamphlets; instructional material; books; internet, web pages, and educational material.

I acknowledge that I understand that the City of Biloxi Parks and Recreation Department intends to use my and/or my child's photographic likeness for educations and promotional purposes.

This agreement is binding on successors, assigns, and/or heirs.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

(Parent's signature is required for those under the age of 18; guardian's signature is required for any minor for whom a guardian is appointed.)