

HOLD HARMLESS AGREEMENT (FLORIDA)

Location: _____ Effective Date: _____

PARTIES:

Releasor (Name): _____

Address: _____

Phone/Email: _____

Releasee (Name):

Address: _____

Phone/Email: _____

Recitals

WHEREAS, Releasor desires to engage in certain activities and/or utilize certain premises, equipment, or services provided by Releasee; and WHEREAS, Releasor acknowledges that such activities involve inherent risks, dangers, and hazards that could result in injury, damage, or death; and WHEREAS, Releasor voluntarily assumes all such risks and desires to release Releasee from liability to the fullest extent permitted by law.

1. Release and Waiver of Liability

Releasor, on behalf of himself/herself, his/her heirs, executors, administrators, and assigns, hereby fully and forever releases, waives, discharges, and covenants not to sue Releasee, its officers, directors, employees, agents, affiliates, successors, and assigns, from any and all claims, demands, actions, causes of action, liabilities, damages, losses, or expenses of any nature whatsoever, whether known or unknown, foreseen or unforeseen, arising out of or related to Releasor's participation in the activities or use of premises, equipment, or services provided by Releasee, including but not limited to claims arising from the negligence of Releasee.

2. Assumption of Risk

Releasor acknowledges that participation in the activities and/or use of premises, equipment, or services involves risks, hazards, and dangers that could cause serious personal injury, death, or property damage. Releasor voluntarily assumes all risks associated with such activities and use, including risks arising from the negligence of Releasee or others.

3. Indemnification and Hold Harmless

Releasor agrees to indemnify, defend, and hold harmless Releasee from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including attorney's fees) arising out of or related to any injury, death, or damage sustained by Releasor or third parties resulting from Releasor's participation in activities or use of premises, equipment, or services, regardless of whether caused in whole or in part by the negligence of Releasee.

4. No Warranty

Releasee makes no warranties, express or implied, regarding the safety or condition of the premises, equipment, or services provided, and expressly disclaims all warranties including but not limited to warranties of merchantability or fitness for a particular purpose.

5. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of laws principles. Any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located in the appropriate county in Florida.

6. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall be construed so as to best effectuate the intent of the parties.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, whether written or oral. No modification or waiver shall be effective unless in writing and signed by both parties.

8. Representation and Understanding

Releasor affirms that he/she has read this Agreement in its entirety, understands its terms, and signs it voluntarily and without inducement. Releasor acknowledges that this Agreement affects legal rights and obligations and that he/she has had the opportunity to seek independent legal counsel.

9. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

10. Acknowledgement of No Insurance

Releasor acknowledges that Releasee does not provide insurance coverage for Releasor and that Releasor is responsible for obtaining any insurance coverage he/she deems necessary.

11. Emergency Medical Treatment

Releasor consents to receive emergency medical treatment deemed necessary in the event of injury or illness during participation in the activities or use of premises, equipment, or services.

12. Photographic Release

Releasor grants Releasee permission to use photographs or video recordings of Releasor taken during the activities for promotional or other lawful purposes without compensation or approval.

13. No Admission of Liability

This Agreement shall not be construed as an admission of liability by Releasee or its agents or employees.

14. Waiver of Jury Trial

To the fullest extent permitted by law, Releasor and Releasee knowingly and voluntarily waive any right to trial by jury in any action arising under or related to this Agreement.

15. Headings

Headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

RELEASOR'S SIGNATURE

RELEASEE'S SIGNATURE

Signature: _____

Signature: _____

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