

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is entered into on this ____ day of _____, 2024, by and between _____ ("Participant") and Partners for Art + Design, a non-profit organization ("Organization") located at 1450 Madruga Avenue, Coral Gables, FL 33146.

1. Participation in Event

Participant has voluntarily elected to participate in the St. Petersburg Tour (the "Event") organized by the Organization to various cultural and art locations in St. Petersburg, Florida, scheduled to take place from January 9-12, 2025.

2. Assumption of Risk

Participant voluntarily assumes all risks associated with participation in the Event.

3. Release and Waiver of Liability

Participant waives all claims of action against PFA+D for damages, loss, injury, accident or death incurred by any person in connection with this program. In making arrangements for accommodations, meals, transportation, and other services included in the program, PFA+D are acting only as an agent for the following suppliers of travel services, i.e. hotels, ground handlers, transfer companies, restaurants, bus companies, and other suppliers, and is not liable for any accident, injury, damage, loss, delay or other irregularity which may be caused by the defect of any vehicle, or the negligence or default of any company or person(s) engaged in conveying the passenger or carrying out the arrangements of the program. No responsibility is accepted for losses or expenses due to sickness, weather, strike, wars, and other causes.

4. Indemnification

Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, brought as a result of Participant's involvement in the Event and to reimburse the Released Parties for any such expenses incurred.

5. Medical Treatment

Participant consents to receive medical treatment deemed necessary if Participant is injured or requires medical attention during the Event. Participant understands and agrees that they are solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of FLORIDA without giving effect to its conflict of laws principles.

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7. Severability

If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining terms and provisions shall continue in full force and effect.

8. Acknowledgment of Understanding

Participant acknowledges that they have read this Agreement, fully understand its terms, and understand that they are giving up substantial rights, including the right to sue. Participant acknowledges that they are signing the Agreement freely and voluntarily and intend by their signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Acceptance of participation means that the participant agrees with all terms and conditions of this waiver.

PARTICIPANT INFORMATION

Name: _____

Address: _____

Phone: _____ Email: _____

Participant Signature: _____ Date: _____

Witness Name: _____ Witness Signature: _____

Date: _____

I HEREBY AUTHORIZE PFA+D TO USE MY NAME AND LIKENESS DURING THE RECORDING OR PHOTOGRAPHY OF ANY TOUR; TO BE USED SOLELY BY PFA+D. I WAIVE ANY RIGHTS OF COMPENSATION OR OWNERSHIP THERETO.