

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: January 21, 2026

Presenter's Name and Title: Clarence Williams, Athletic Program Manager, Parks & Recreation Department

Prepared By: Jazmine Hall, Parks Operations & Logistics Coordinator

Temp. Reso. Number: 8589

Item Description: Temp. Reso. #R8589 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA CRICKET ACADEMY INC., (FCA) FOR THE 2026 FISCAL YEAR. (*Parks & Recreation Athletic Program Manager Clarence Williams*)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Agreement to be signed on dais.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS: This Agreement has no direct fiscal impact.


Content:

- **Agenda Item Memo from the City Manager to the City Commission**
- **Resolution TR8589**
 - **Exhibit A: Florida Cricket Academy (FCA) – Agreement**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Billy Neal, Director of Parks & Recreation

DATE: January 15, 2026

RE: Temp. Reso. No. 8589 authorizing the City Manager to execute an Agreement with Florida Cricket Academy Inc., (FCA) for the 2026 Fiscal Year

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8589 authorizing the execution of an Agreement with Florida Cricket Academy Inc., (FCA) for the 2026 Fiscal Year.

ISSUE: The City Manager seeks authorization from City Commission to execute an Agreement with Florida Cricket Academy Inc., (FCA) to provide adult and youth athletic programming.

BACKGROUND: Since 2010, Florida Cricket Academy (FCA) has built a strong reputation for cultivating athletic skill, discipline, teamwork, and sportsmanship among participants of all ages and experience levels. The program operates in Miramar on Tuesdays and Thursdays from 6:00 p.m. to 8:00 p.m. at Miramar Regional Park and the Ansin Sports Complex. The continued partnership with FCA supports the Parks & Recreation Department's goal of providing inclusive, multi-cultural, and high-quality athletic programming to the community while maximizing the use of existing recreational facilities.

DISCUSSION: Florida Cricket Academy (FCA) is a long-standing youth and adult development program committed to expanding the sport of cricket throughout the State of Florida. FCA offers structured coaching, competitive practice sessions, and character-building opportunities designed to support both beginner and advanced players. They use the City's fields to carry this out at no cost. This program is only offered to Miramar residents at no cost.

ANALYSIS: This agreement has no direct fiscal impact as there is no direct expense by the City, nor is there any revenue generated by the City.

Temp. Reso. No. 8589
12/2/25
1/13/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF MIRAMAR, FLORIDA, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH
FLORIDA CRICKET ACADEMY INC., (FCA) FOR THE 2026
FISCAL YEAR; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Parks and Recreation Department currently manages multiple recreational agreements with local organizations and service providers to offer a variety of programs for residents; and

WHEREAS, since 2010, Florida Cricket Academy (“FCA”) has built a strong reputation for cultivating athletic skill, discipline, teamwork, and sportsmanship among participants of all ages and experience levels; and

WHEREAS, this program focuses on both recreational and instructional activities; and

WHEREAS, it is a long-standing youth and adult development program committed to expanding the sport of cricket throughout the State of Florida; and

WHEREAS, the City Manager recommends authorizing the execution of an Agreement with FCA for the 2026 Fiscal Year; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar, authorizing the City Manager to execute an Agreement with the FCA for the Fiscal Year 2026.

Reso. No. _____

Temp. Reso. No. 8589
12/2/25
1/13/26

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it is authorizing the City Manager to execute an Agreement with Florida Cricket Academy Inc., for the 2026 Fiscal Year attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8589
12/2/25
1/13/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards
Mayor Wayne M. Messam

Voted

Reso. No. _____

**AGREEMENT
BETWEEN
CITY OF MIRAMAR
AND
FLORIDA CRICKET ACADEMY

FOR
RECREATIONAL/INSTRUCTIONAL SERVICES
WITH PERMIT**

**AGREEMENT
BETWEEN
CITY OF MIRAMAR
AND
FLORIDA CRICKET ACADEMY
FOR
RECREATIONAL/INSTRUCTIONAL SERVICES**

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 20____ BY AND BETWEEN THE CITY OF MIRAMAR, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS CITY,

AND

FLORIDA CRICKET ACADEMY

HEREINAFTER REFERRED TO AS CONTRACTOR.

WHEREAS, the CITY desires to make Recreational/Instructional Services available; and

WHEREAS, the CONTRACTOR is an instructor in the area of cricket classes who desires to furnish such recreational/instructional services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments, hereinafter set forth, CITY and CONTRACTOR hereby agree as follows:

ARTICLE 1

SCOPE OF SERVICES

The CONTRACTOR agrees to:

- 1.1 Furnish recreational/instructional services in the area of cricket classes.
- 1.2 Conduct a term of classes as outlined in the City of Miramar's permit, attached as Exhibit 1, which from time to time shall be updated and attached. Such permit shall be generated every year of programming and must be obtained at least one month prior to said programming.
- 1.3 Conduct these classes in a careful and responsible manner with due regard for the safety of the participants and others.
- 1.4 Be solely responsible, at his or her own expenses, for obtaining needed supplies which are not available from the CITY'S Parks and Recreation Department.
- 1.5 Be solely responsible for securing the services of and compensating such assistants or other such personnel, as may be required to adequately and safely perform the recreational or instructional services herein provided.
- 1.6 Register all students and provide the CITY with a current list of names and telephone numbers of all registered participants.
- 1.7 Provide the CITY with a signed Release, Waiver and Indemnification Agreement, in the form attached as Exhibit "A", for each participant.
- 1.8 Provide to the CITY sufficient supporting documentation and contain sufficient detail, to allow a proper audit, should the CITY require one to be performed. The documentation provided to the CITY shall also include a roster listing each participant's home address.

ARTICLE 2

COMPENSATION

2. CONTRACTOR agrees to provide services on behalf of the City to the residents of the City of Miramar **at no cost to the City**.
The CONTRACTOR shall also provide services to the residents of the City of Miramar at no cost to the residents.

ARTICLE 3

TERM OF AGREEMENT

2. The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until September 30, 2026, of this Agreement by the CITY, unless terminated sooner as provided in Article 3, with a one (1) year renewable option at the CITY'S sole discretion, provided that the CONTRACTOR shall forward to the CITY an updated Certificate of Insurance, as described in Article 6 of this Agreement and an updated screening and background check, as described in Section 7.3 of this Agreement, at least thirty (30) days prior to the expiration of the one year term. Renewal of this Agreement beyond the one (1) year term is a prerogative of the CITY and not a right of the CONTRACTOR.

ARTICLE 4

TERMINATION OF AGREEMENT

- 3.1 The performance of work or services under this Agreement may be terminated immediately upon written notice from the CITY when the CITY determines it is in its best interests for the CITY or for the convenience of the CITY.
- 3.2 CONTRACTOR may terminate this Agreement for convenience by giving to the CITY thirty (30) days written notice but must refund any unearned fees to program participants.

ARTICLE 5

INDEPENDENT CONTRACTOR

4. CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees, agents, officials or subcontractors of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers, employees or agents of CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, worker's compensation and unemployment compensation coverage, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of CONTRACTOR. CONTRACTOR will have no rights under the CITY'S worker's compensation, insurance benefits or similar laws. The CITY shall neither have nor exercise any control or discretion over CONTRACTOR or the CONTRACTOR's employees, agents, officials or subcontractors. CONTRACTOR shall be responsible for establishing hours of instruction (in coordination with other activities of the CITY), and methods of rendering services.

ARTICLE 6

INDEMNIFICATION/HOLD HARMLESS CLAUSE

5. CONTRACTOR shall indemnify, defend and hold harmless CITY, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of

any errors, omissions, misconduct or negligent acts of CONTRACTOR its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

ARTICLE 7

INSURANCE

6. For programs which are active in nature, which shall be determined in the sole and exclusive discretion of the CITY, CONTRACTOR shall maintain liability insurance in an amount acceptable to the CITY'S Risk Manager and naming the City of Miramar as an additional insured.

All required Endorsements must be attached specifically referring to the requirements of this agreement.

The following are required types and minimum limits of insurance coverage, which the CONTRACTOR will be required to maintain during the term of this agreement.

<u>General Liability</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Comprehensive Premises-Operations Contractual Liability Personal Injury Participant Liability Broad Form Property Damage Independent Contractors Cross Liability and Severability of Interest Clause	\$1,000,000	\$2,000,000

Workers' Compensation

Statutory Amount

Agreement shall not be deemed approved until the CONTRACTOR has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City of Miramar shall approve such certificates.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide; be licensed to do business in Florida. CONTRACTOR'S liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The CONTRACTOR'S liability insurance shall be primary to any liability insurance policies carried by the CITY. The CONTRACTOR shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused, until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

ARTICLE 8

MISCELLANEOUS

- 7.1 CONTRACTOR shall, without additional expense to the CITY, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the services specified herein. CONTRACTOR shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the CITY, and the public property of others. CONTRACTOR shall be responsible for all services performed until completion of this Agreement.
- 7.2 The CONTRACTOR shall not promote any privately owned business or studio in any CITY facility or solicit a participant in a CITY Parks and Recreation Department facility class for any privately owned business or studio. It is further understood that such action(s) may result in immediate termination of the agreement and the forfeiture of all compensation due to the CONTRACTOR for the remaining term of the Agreement.
- 7.3 Prior to the execution of this Agreement, the CONTRACTOR shall furnish the CITY with a copy of a screening and background check, including a criminal background check for CONTRACTOR and CONTRACTOR'S officials, agents, employees or subcontractors providing services under this Agreement. The CONTRACTOR shall be responsible for updating the CITY in writing with any additions and deletions of the individuals authorized to provide services under this Agreement. In the event that additional individuals are authorized to perform such services, the CONTRACTOR shall furnish the CITY with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such services. It shall be in the CITY'S complete and sole discretion as to whether the type of check and the results are acceptable.

ARTICLE 9

AUDIT AND INSPECTION RIGHTS

- 8.1 The CITY may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR which are related to CONTRACTOR'S performance under this

Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

- 8.2 The CITY may, at reasonable times during the term hereof, inspect CONTRACTOR'S facilities and perform such inspections, as the CITY deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the CITY all reasonable facilities and assistance to facilitate the performance of inspections by the CITY'S representatives.

ARTICLE 10

AMENDMENTS AND ASSIGNMENT

- 9.1 This Agreement constitutes the entire agreement between CONTRACTOR and CITY and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
- 9.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9.3 CONTRACTOR shall not transfer or assign the performance of services called for in the Agreement without the prior written consent of the CITY, which may be withheld or conditioned in the CITY'S sole discretion.

ARTICLE 11

CONSENT TO JURISDICTION

- 10 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this agreement. Venue of any action to enforce this agreement shall be in Broward County, Florida. This agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

ARTICLE 12

NOTICES

13. Contractor shall comply with The Florida Public Records Act as follows:

A. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.

B. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to CITY, at no cost to CITY, within seven days. All records stored electronically by Contractor shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

E. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ORGANIZATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 15

HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

14. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this

Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 16

SEVERABILITY

15. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 17

COSTS AND ATTORNEY'S FEES

16. If either CITY or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

ARTICLE 18

FIRST AID TREATMENT INDEMNIFICATION

17. CONTRACTOR further releases the CITY, and its officers, agents, employees, agents, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorneys' fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of , or in any manner connected with, any first aid treatment or lack thereof, or any services rendered or lack thereof, for injuries or illnesses, during participation in any activities, contemplated by this Agreement.

ARTICLE 19

NO AUTHORITY TO BIND

18. The CONTRACTOR shall have no authority to contract for or legally bind the CITY with respect to any matter, including, but not limited to the subject matter of this Agreement.

ARTICLE 19

SURVIVAL

19. All representations and other relevant provisions herein, including but not limited to the provisions set forth in Articles 4,5,6,8,12,13 and 17 of this Agreement, shall survive and thereby continue in full force and effect, upon termination of this Agreement.

20. E-Verify

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

[THIS SPACE LEFT INTENTIONALLY BLANK]

CONTRACTOR: FLORIDA CRICKET ACADEMY

DocuSigned by:

Wayne Ramnarine
FD56485DC695491...
Signature

This 30.00 day of Sept, 2025.00

Wayne Ramnarine

Print Name

P

Title

WITNESSES:

SA
Signature

Sandra Barrabeity
Print Name

Silvia D
Signature

Silvia Dominguez
Print Name

**EXHIBIT 1
CITY OF MIRAMAR
DEPARTMENT OF OPERATIONAL SERVICES PARKS AND RECREATION
AND FLORIDA CRICKET ACADEMY**

Facility Usage:

Ansini Sports Complex 10801 Miramar Blvd
Miramar Regional Park (North Cricket Fields) 16801 Miramar Parkway

Dates of Use:

January 2025 thru January 2026

Program Days and Times:

Ansini Sports Complex Tues & Thurs from 6:00pm-9pm & Sat from 10am-1pm

Miramar Regional Park (North Cricket Fields)

Jan. 5th & 19th

Feb. 2nd & 16th

Mar. 16th & 30th

Apr. 13th & 30th

May. 11th & 25th

Jun. 8th & 22nd

Jul. 13th & 27th

Aug. 10th & 24th

Sept. 14th & 28th

Oct. 12th & 26th

Nov. 16th & 30th

Dec. 7th & 27th

General:

The Parks and Recreation Division shall notify CONTRACTOR within 24-hours in the event of unavailability due to unforeseen maintenance and/or required set up for special events.

It shall be the responsibility of CONTRACTOR to check all equipment for proper installation prior to the start of any activity. CONTRACTOR is to notify the CITY upon discover of any irregularities and suspend all play immediately. The CITY will not be responsible for any equipment installed or moved by any person not employed by the CITY.

CONTRACTOR agrees to provide coaches, officials, adult supervision and to keep the playing areas clean and litter free. CONTRACTOR shall provide adequate supervision for all the players, coaches and spectators to promote sportsmanship and wholesome attitude for all activities.

The CITY shall have the right, in its sole discretion, to relocate the classes/program to a different location at the facility described above or to a different CITY facility on a temporary or permanent basis.

Communications:

In the event of inclement weather and/or unsatisfactory playing conditions, the Parks and Recreation Division shall notify CONTRACTOR as soon as possible. Any decision regarding playing conditions shall be made by the Parks and Recreation Director and/or designee and shall be final. In this case, the following person will be notified:

Wayne Ramnarine at 954-605-0756

CONTRACTOR will give the CITY 24-hours' notice for make-up games, and the CITY will provide a facility, if conditions allow.

Conflicts:

It is mutually agreed that the CITY will share the use of Miramar Regional Park with CONTRACTOR. Any conflicts with the CITY and/or CONTRACTOR's programs will be resolved internally between staff representatives from both parties. The CITY shall have the sole right to ask members/participants to leave a facility/room/field.

Safety/Security:

CONTRACTOR is to notify the CITY immediately of any usual incidents, accidents or occurrences that could present a safety concern to the general public.

Contractor: _____ Date: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

MIRAMAR POLICE DEPARTMENT SPECIAL OPERATIONS PLAN



Exhibit A

CITY OF MIRAMAR
RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT (ADULT)

INSTRUCTIONS: Complete one for each participant.

DESCRIPTION OF ACTIVITY: _____

DATE OF ACTIVITY: _____

PARTICIPANT'S NAME: _____

ADDRESS: _____ CITY _____ ZIP _____

HOME TELEPHONE # _____ WORK TELEPHONE # _____

EMERGENCY CONTACT _____ HOME# _____ WORK# _____

PHYSICIAN'S NAME _____ PHONE # _____

The undersigned agrees that the City of Miramar and its officers, agents and employees will not be held liable for injuries or other loss which may occur as a result of my participation in the above described activity, and that the undersigned voluntarily assumes the risk of any loss, injury or damage to person or property, which in any way arises out of participation in said activity.

Further, the undersigned **WAIVES ANY CLAIM** against the City of Miramar and its officers, agents and employees arising from loss, injury or damage and does **COVENANT NOT TO SUE** the City of Miramar and its officers, agents and employees.

Further, the undersigned agrees to **RELEASE, INDEMNIFY, AND HOLD HARMLESS** the City of Miramar and its officers, agents and employees from any and all claims, actions, demands, rights, judgments or expenses arising from or by reason of any and all known or unknown damages, claims or actions arising from participation in the above-described activity.

This indemnification and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City of Miramar relating to such loss, injury or damage.

I hereby give permission for the City of Miramar and its officers, agents and employees to call my physician and/or arrange for transportation to a hospital in the event of any injury, although I understand that the City of Miramar and its officers, agents and employees assume no responsibility to do so. I accept full financial responsibility for payment of any and all medical services rendered.

I hereby agree that this Release Form shall be binding on my heirs, successors and assigns.

The undersigned has fully read, understood and agrees to each and every term contained in this Release, Waiver and Indemnification Agreement.

_____ DATE	_____ SIGNATURE	_____ CITY, STATE, ZIP CODE	_____ () TELEPHONE
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_____ WITNESS	_____ PRINT NAME
	_____ ADDRESS

_____ WITNESS	_____ PRINT NAME
	_____ ADDRESS

Exhibit A

**CITY OF MIRAMAR
RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

INSTRUCTIONS: Complete one for each participant.

DESCRIPTION OF ACTIVITY: _____

DATE OF ACTIVITY: _____

PARTICIPANT'S NAME: _____

ADDRESS: _____ CITY _____ ZIP _____

HOME TELEPHONE # _____ WORK TELEPHONE # _____

EMERGENCY CONTACT _____ HOME# _____ WORK# _____

PHYSICIAN'S NAME _____ PHONE # _____

I, the undersigned parent or legal guardian of the minor, whose name appears above, consent and agree that the above named minor may participate in the above-described activity. The undersigned further agrees that the City of Miramar and its officers, agents and employees will not be held liable for injuries or other loss which may occur as a result of such participation, and that the undersigned voluntarily assumes the risk of any loss, injury or damage to person or property, which in any way arises out of participation in the above-described activity.

Further, the undersigned **WAIVES ANY CLAIM** against the City of Miramar and its officers, agents and employees arising from loss, injury or damage and does **COVENANT NOT TO SUE** the City of Miramar and its officers, agents and employees.

Further, the undersigned agrees to **RELEASE, INDEMNIFY, AND HOLD HARMLESS** the City of Miramar, and its officers, agents and employees from any and all claims, actions, demands, rights, judgments or expenses arising from or by reason of any and all known or unknown damages, claims or actions arising from participation in the above-described activity.

This indemnification and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City of Miramar relating to such loss, injury or damage.

I hereby give permission for the City of Miramar, and its officers, agents and employees to call my physician and/or to arrange for transportation to a hospital in the event of any injury to the minor, although I understand that the City of Miramar and its officers, agents and employees assume no responsibility to do so. I accept full financial responsibility for payment of any and all medical services rendered.

I hereby agree that this Release Form shall be binding on my heirs, successors and assigns.

The undersigned has fully read, understood and agrees to each and every term contained in this Release, Waiver and Indemnification Agreement.

DATE SIGNATURE OF PARENT/GUARDIAN CITY, STATE, ZIP CODE (____)_____
TELEPHONE

WITNESS PRINT NAME

ADDRESS

WITNESS PRINT NAME

ADDRESS