

## APPENDIX B

**Adult**     Check here if the intern is an adult.

**Minor**     Check here if the intern is a minor.

### **IMPORTANT: ALL ADULT INTERNS AGREE:**

\_\_\_\_\_[Insert Name]\_\_\_\_ (‘‘Intern’’), by my own request, desire to participate in \_\_\_\_\_ program (‘‘Internship Program’’) to learn about the services and operations of the City of St. Petersburg, Florida (‘‘City’’). The Internship Program is intended to assist Intern in achieving personal educational and career goals, and is solely educational in nature.

Intern agrees to obey all lawful instructions given by the City employees supervising any activity to which Intern may be assigned. Intern shall comply with all applicable laws, the rules and regulations of the Internship Program and the policies and procedures of the City.

Intern acknowledges and agrees that Intern shall not (i) be considered an employee of the City for any purpose; (ii) have any authority to act on behalf of the City; and (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker’s compensation benefits, as a result of Intern participating in the Internship Program.

A criminal history check and credit check may be required before Intern is given final approval to participate in the Internship Program. Intern affirms that all personal information provided is correct. Intern understands that the City will **NOT** preclude anyone from participating in the Internship Program based on race, ethnicity, gender, national origin, religion, age, gender identity, sexual orientation, disability or any other demographic data provided. Intern understands that providing false information may eliminate Intern from the Internship Program and may impact future employment with the City.

**The attached Adult Release, Waiver, Hold Harmless and Indemnity Agreement must be signed before Intern may participate in the Internship Program. I understand this constitutes a waiver of legal rights and that I must read the Adult Release, Waiver, Hold Harmless and Indemnity Agreement carefully before signing it. I understand and acknowledge that discussion of said agreement with an attorney is encouraged.**

Intern:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **IMPORTANT: ALL MINOR INTERNS, THEIR NATURAL GUARDIAN(S)/LEGAL GUARDIAN(S) AGREE:**

\_\_\_\_\_[Insert Name]\_\_\_\_\_ (‘‘Intern’’), by his or her own request, or by the request by a natural guardian(s) (as defined in F.S. § 744.301) or legal guardian(s) of minor Intern, desires to participate in \_\_\_\_\_ program (‘‘Internship Program’’) to learn about the services and operations of the City of St. Petersburg, Florida (‘‘City’’). The Internship Program is intended to assist Intern in achieving personal educational and career goals, and is solely educational in nature.

Intern agrees to obey all lawful instructions given by the City employees supervising any activity to which Intern may be assigned. Undersigned natural guardian or legal guardian agree with this requirement and commit to explain to the minor Intern the requirement to obey all lawful instructions given by supervising City employees.

Intern shall comply with all applicable laws, the rules and regulations of the Internship Program and the policies and procedures of the City. Undersigned natural guardian or legal guardian agree with this requirement and commit to explain to the minor Intern the requirement to comply with all applicable laws, the rules and regulations of the Internship Program and the policies and procedures of the City.

Intern acknowledges and agrees, and natural guardian or legal guardian acknowledges and agrees that Intern shall not (i) be considered an employee of the City for any purpose; (ii) have any authority to act on behalf of the City; and (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker’s compensation benefits, as a result of Intern participating in the Internship Program.

A criminal history check and credit check may be required before Intern is given final approval to participate in the Internship Program. Intern or parent/legal guardian of minor Intern affirms that all personal information provided is correct. Intern or parent/legal guardian of minor Intern understands that the City will **NOT** preclude anyone from participating in the Internship Program based on race, ethnicity, gender, national origin, religion, age, gender identity, sexual orientation, disability or any other demographic data provided. Intern or parent/legal guardian of minor Intern understands that providing false information may eliminate Intern from the Internship Program and may impact future employment with the City.

**The attached Minor Release, Waiver, Hold Harmless and Indemnity Agreement must be signed before Intern may participate in the Internship Program. We understand this constitutes a waiver of legal rights and that we must read the Minor Release, Waiver, Hold Harmless and Indemnity Agreement carefully before signing it. We understand and acknowledge that discussion of said agreement with an attorney is encouraged.**

Intern:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natural Guardian(s) (as defined in F.S. § 744.301) or Legal Guardian(s):

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement**

**(Must be completed if Intern is an Adult)**

In consideration of the participation of \_\_\_\_\_, Intern, in the Internship Program, I agree as follows:

1. I, personally and on behalf of my heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns ("hereinafter collectively referred to as Releasees"), from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on any City property, premises, or right of way or in any City vehicle, which against Releasees, I, ever had, now have or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, my participation in the Internship Program.
2. I voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence whether sole, contributory or gross negligence, of any or all Releasees while I participate in the Internship Program.
3. I hereby agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my participation in the Internship Program, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with my negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances.
4. I acknowledge the fact that this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, including my name and phone number, could become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.
5. I expressly agree that this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. I have read and voluntarily sign this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Intern:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Witness Signature (City Representative): \_\_\_\_\_ Print Name: \_\_\_\_\_

\*\*\*Send original of this completed form to Risk Management and a copy to division supervisor\*\*\*

**Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement**  
**(Must be completed if Intern is an Minor)**

In consideration of the participation of \_\_\_\_\_, Intern, in the Internship Program, I/We, \_\_\_\_\_ natural guardian(s) (as defined in F.S. § 744.301) or legal guardian(s) of the Intern and the Intern hereby agree as follows:

1. I, personally and on behalf of my heirs, personal representatives, executors and assigns, and on behalf of the Intern and the Intern's heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns ("hereinafter collectively referred to as Releasees"), from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on any City property, premises, or right of way or in any City vehicle, which against Releasees, I or the Intern ever had, now have or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, the Intern's participation in the Internship Program.
2. I hereby personally, or on behalf of the Intern, voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence, whether sole, contributory or gross negligence, of any or all Releasees while the Intern participates in Internship Program.
3. I hereby agree personally, or on behalf of the Intern, to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my participation in the Internship Program, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with my negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances.
4. I acknowledge the fact that this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, including my name and phone number, could become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.
5. I expressly agree, personally and on behalf of the Intern, that this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. I have read and voluntarily sign this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.
7. I hereby agree that I am the natural guardian(s) or legal guardian(s) of the Minor and that I am fully competent and legally able to execute this Minor Release, Waiver of Claims, Hold Harmless and Indemnity Agreement on behalf of the Minor with the intent to bind both myself and the Minor by the terms hereof.
8. **INDEMNITY AGREEMENT.** I hereby personally agree to **indemnify**, defend at my own expense and pay on behalf of, the City, its City Council, Mayor, any City department or subdivision, its employees, servants,

representatives, officers, agents, volunteers, and successors and assigns, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorney's fees at trial and on appeal brought for, by or on behalf of the Minor against the City, its representatives, officers, agents, volunteers, and successors and assigns, arising out of or in connection with, in whole or in part, directly or indirectly, the Intern's participation in the Internship Program.

9. **NOTICE REQUIRED BY F.S. § 744.301 TO THE MINOR'S NATURAL GUARDIAN(S)**. I HAVE READ THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT COMPLETELY AND CAREFULLY. I AM AGREEING TO LET MY MINOR INTERN ENGAGE IN A POTENTIALLY DANGEROUS INTERNSHIP PROGRAM. I AM AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN SUPERVISING ANY ACTIVITY TO WHICH MY MINOR INTERN MAY BE ASSIGNED, THERE IS ALWAYS A CHANCE MY MINOR INTERN MAY BE SERIOUSLY INJURED OR KILLED BECAUSE THERE ARE CERTAIN DANGERS WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT I AM GIVING UP MY MINOR INTERN'S RIGHT AND MY RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO MY MINOR INTERN OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE INHERENT RISKS THAT MAY ARISE AS A RESULT OF MY MINOR INTERN PARTICIPATING IN THE INTERNSHIP PROGRAM. I HAVE THE RIGHT TO REFUSE TO SIGN THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT, AND THE CITY HAS THE RIGHT TO REFUSE TO LET MY MINOR INTERN PARTICIPATE IN THE INTERNSHIP PROGRAM IF I DO NOT SIGN THIS MINOR RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT.

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Natural guardian(s) or legal guardian(s) of Minor Intern:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Minor Intern:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Emergency Phones: ( ) \_\_\_\_\_ / ( ) \_\_\_\_\_

Address(s): \_\_\_\_\_ / \_\_\_\_\_

Witness Signature (City Representative): \_\_\_\_\_ Print Name: \_\_\_\_\_

\*\*\*Send original of this completed form to Risk Management and a copy to division supervisor\*\*\*