

## EXHIBIT A AGREEMENT TO RELEASE, INDEMNIFY AND HOLD HARMLESS

**IN CONSIDERATION** for being permitted by the City of Jacksonville, Florida, to engage in the solicitation of charitable donations within the public rights-of-way within the City of Jacksonville, Florida ("Charitable Solicitations"), and in further consideration of the personal satisfaction I receive by engaging in said Charitable Solicitations, I, \_\_\_\_\_\_\_ on behalf of myself, my spouse, my children, my parents, my relatives by blood or marriage, my heirs, my estate, my administrator or executor, legal representatives, and my assigns, hereby agree as follows:

1. to release and forever discharge the City of Jacksonville, its members, officials, officers, employees and agents from any and all liability to me, my spouse, my children, my parents, my relatives by blood or marriage, my heirs, my estate, my executor (executrix), my administrator (administratrix), my legal representatives, and my assigns, for any and all losses, and/or damages, and any and all claims for losses and/or damages, resulting there from, on account of injury, known or unknown, to my person or my property, even resulting in my death, whether caused by the negligent acts or omissions of the City of Jacksonville, its members, officials, officers, employees and agents, or otherwise, while I am engaging in said Charitable Solicitations; and

2. to indemnify, defend, and hold harmless the City of Jacksonville, its members, officials, officers, employees and agents from and against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature (including, without limitation, reasonable attorney's fees, expert witness fees and court costs) arising out of injury, whether mental or corporeal, to myself or to other persons or legal entities, including, but not limited to death or damage to property, whether caused by the negligent acts or omissions of the City of Jacksonville, its members, officials, officers, employees and agents, or otherwise, arising out of or incidental to my engaging in said Charitable Solicitations.

I have carefully read this Release, Indemnification and Hold Harmless Agreement and know and understand its contents. I am aware that this is an agreement to release, indemnify and hold harmless the City from any and all liability, whether caused by the negligent acts and/or omissions of the City or otherwise. Knowing that, I have signed this Release, Indemnification and Hold Harmless Agreement in my own free and voluntary act.

Signature of Person Participating

Type/Print Name of Person Participating

Date