

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. The City as consideration for Downtown Doral Community Association, cooperating with the City and allowing the City to use the existing lighting poles around Downtown Doral park for City security cameras and WiFi hereby agrees to enter into this waiver of liability and hold harmless agreement.
2. The City is fully aware or has been provided a reasonable opportunity to become fully aware, of the risks of damage or injury to person or property potentially posed by utilizing the existing lighting poles. The City enters into this Agreement with such awareness.
3. Consistent with the requirements of Section 725.06(2), Florida Statutes, the City shall indemnify and hold harmless Downtown Doral Community Association its officers, and its employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent that they are solely caused by the negligence, recklessness, or intentional wrongful misconduct of the City, as well as of persons employed or utilized by the City.
4. This Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.
5. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the City's immunity, or sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.
6. It is acknowledged that all Parties participated in the drafting of this Agreement and this language shall not be presumptively construed either in favor or against any of the Parties. This Agreement shall be construed in accordance with the laws of the State of Florida.
7. The Parties to this Agreement may execute the Agreement by facsimile and/or in counterparts, all of which shall constitute one agreement and be deemed an original.
8. The Parties further warrant and represent that: (1) they have full authority to enter into this Agreement; (2) no promise, inducement or agreement not expressed in this Agreement has been made; (3) this Agreement has been carefully read and they know the contents thereof; (4) they have either consulted with legal counsel or have chosen not to do so; (5) they (or their representative executing this Agreement) are of legal age and competent to execute the Agreement; and (6) in executing this Agreement, they have not been influenced by any

misrepresentation of any of the Parties being released.

This Agreement shall be considered fully executed on the date the last Party below provides its execution.

IN SIGNING THIS RELEASE, The City expressly agrees that the Association has provided adequate, reasonable consideration for the Release and Hold Harmless Agreement.


Downtown Doral Community Association

By:  , Director



Connie Diaz, CMC, City Clerk

CITY OF DORAL

By: 
Hernan M. Organvidez
Interim City manager
Date:

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, City Attorney