

**ITEM #21**

**(RELEASE AND HOLD HARMLESS AGREEMENT FOR BANNER SIGNS TO BE PLACED ON  
UTILITY POLES)**

**ADDITIONAL MATERIAL  
REGULAR MEETING**

**OCTOBER 11, 2022**

**SUBMITTED AT THE REQUEST OF**

**RESILIENT ENVIRONMENT  
DEPARTMENT**

## **RELEASE AND HOLD HARMLESS AGREEMENT FOR BANNER SIGNS TO BE PLACED ON UTILITY POLES**

1. Broward County, a political subdivision of the State of Florida (“County”), to the extent permitted by Section 768.28, Florida Statutes, hereby RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE, AND HOLDS HARMLESS: The City of Fort Lauderdale, its Commission, and any partner, employee, servant, representative, associate, officer, agent, volunteer, successor and assigns of The City of Fort Lauderdale, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by County, or to any property belonging to County, while participating in the placing of banner signs on utility poles (“Activity”) or while in, on, or upon the premises where the Activity is being conducted within the City of Fort Lauderdale (“Premises”).
2. County hereby elects to voluntarily participate in said Activity; to enter the Premises; and engage in such Activity knowing that certain risk of harm are or may be inherent in the Activity and that the Activity may be hazardous to County and County’s property. To the extent provided by Section 768.28, Florida Statutes, County VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS OR PROPERTY DAMAGE that may be sustained by County, or any loss or damage to property owned by County as a result of being engaged in such an Activity.
3. To the extent provided by Section 768.28, Florida Statutes, County further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, demands, liens, liabilities, judgments or costs, including court costs and attorney fees, that County may incur due to County’s participation in said Activity.
4. It is County’s express intent that this RELEASE AND HOLD HARMLESS AGREEMENT FOR BANNER SIGNS TO BE PLACED ON UTILITY POLES (“Agreement”) shall bind its Board of County Commissioners, and any partner, employee, servant, representative, associate, officer, agent, volunteer, successor and assigns of County, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEASEES in connection with any incident arising out of the Activity or while in, on, or upon the Premises where the Activity is being conducted. County hereby further agrees that this Agreement shall be construed in accordance with the laws of the State of Florida.
5. County expressly agrees that this 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 Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect; provided, however, that nothing in this Agreement shall affect the applicability of Section 768.28, Florida Statutes.

IN SIGNING THIS RELEASE, COUNTY ACKNOWLEDGES AND REPRESENTS THAT it has read the foregoing Agreement, understands it, and signs it voluntarily. No oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made by RELEASEES to County.

IN WITNESS WHEREOF, County has made and executed this Agreement, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Alexis I. Marrero Koratich (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney