



DOWNTOWN INVESTMENT AUTHORITY

117 West Duval Street #310, Jacksonville, Florida 32202

(904) 255-5302 | <https://dia.coj.net/>

CITY OF JACKSONVILLE RELEASE OF LIABILITY AND INDEMNIFICATION

For being permitted to operate a sidewalk café or bar pursuant to Part 8, Chapter 250 Ordinance Code of the City of Jacksonville (the “City”) on City sidewalks (the “Property”) and other valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned:

Covenants not to sue the City, its officers, employees, agents or representatives, for any and all claims, damages, penalties, costs and expenses based upon, relating to or caused by a temporary or permanent denial of the right to continued use of public property arising from a suspension or revocation of such use due to negligent operation and City needs for the public property (e.g. street widening, sidewalk closure for repairs, placement or repair of utility lines; suspension for community event, etc.).

Indemnifies, defends and holds harmless the City, its officers, employees, agents and representatives, against any claim, action, loss, damage, injury, liability, cost or expense of every kind or nature including property damage, personal injury and death to any person(s) arising out of or incidental to any intentional or negligent act or omission of the undersigned in connection with access to the Property.

Releases, waives and discharges the City, its officers, employees, agents and representatives, from any and all liability to the undersigned and from any and all claims, losses or damages of every kind or nature including, but not limited to, property damage, personal injury and death arising out of or incidental to the undersigned's access to the Property. The release, waiver and discharge apply also to the undersigned’s heirs, assigns and legal representatives.

Agrees that the provisions of this consent, release of liability and indemnification are severable, and if any provision, or the application thereof, is held to be invalid or unenforceable by a competent court with jurisdiction, the remainder of the provisions shall not be affected.

Agrees that access to the Property is completely voluntary and that the undersigned is under no obligation to participate and that he/she is giving up substantial rights by signing and signs voluntarily.

Café/Bar Premises/Building Owner:

By:

Print Name:

Date:

Company:

Mailing address:

Applicant/Permittee (if different from Owner):

By:

Print Name:

Date:

Company:

Mailing address: