



BREVARD COUNTY SHERIFF'S OFFICE

B.A.M.

BREVARD ATTITUDE MODIFICATION

PACKET

Application

Authorization

Indemnification Agreement

Media Release



BREVARD COUNTY SHERIFF'S OFFICE

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BREVARD ATTITUDE MODIFICATION

APPLICATION

Please Print:

Minor's Full Name: _____ Date of Birth: _____
Age: ____ Birth Gender: Male ____ Female ____
Address: _____ City: _____ Zip: _____ Phone Number: _____
School Name: _____ Current Grade: _____

Parent/Guardian Name: _____ DL#: _____
Address: _____ City: _____ Zip: _____ Phone Number: _____
Email: _____
Employer: _____ Address: _____ City: _____ Zip: _____
Work Phone: _____ Alternate Emergency Contact _____ Phone _____

Does your Minor Child have any special needs, inhalers, allergies, recent surgeries, medical or mental health concerns that we should be aware of? Yes: ____ No: ____

If yes, please explain: _____





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AUTHORIZATION

Brevard County Sheriff's Office will not release your Minor Child to anyone other than those to whom you have given written permission. Please list any other person(s) authorized to pick up your Minor Child.

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Briefly describe why you are enrolling your Minor Child in this program:

Briefly describe what you want your Minor Child to learn from this experience:

PLEASE BE ADVISED:

1. If at any time your Minor Child commits a crime, he/she will be apprehended and taken directly to the Juvenile Detention Center.
2. If at any time your Minor Child withdraws himself/ herself from the program or becomes defiant, he/she will be placed in a holding cell until a parent or guardian comes to pick up your Minor Child.





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BREVARD ATTITUDE MODIFICATION

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT MINOR

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD PARTICIPATE IN BREVARD ATTITUDE MODIFICATION PROGRAM (HEREINAFTER REFERRED TO AS "THE B.A.M. PROGRAM") THAT INVOLVES POTENTIALLY DANGEROUS ACTIVITIES, SUCH AS BEING AT A CORRECTIONAL INSTITUTION, BEING HANDCUFFED AND BEING IN TRANSPORT RESTRAINTS AND PERFORMING PHYSICAL LABOR. YOU ARE AGREEING THAT, EVEN IF THE BREVARD COUNTY SHERIFF'S OFFICE USES REASONABLE CARE IN HOLDING AND MANAGING THIS EVENT, THERE IS A CHANCE YOUR MINOR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE ACTIVITIES BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE PROGRAM WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR MINOR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM WAYNE IVEY, IN HIS OFFICIAL CAPACITY AS SHERIFF OF BREVARD, OR THE BREVARD COUNTY BOARD OF COMMISSIONERS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR MINOR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE PROGRAM. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND THE BREVARD COUNTY SHERIFF'S OFFICE HAS THE RIGHT TO REFUSE TO LET YOUR MINOR CHILD PARTICIPATE IN THE PROGRAM IF YOU DO NOT SIGN THIS FORM.

The undersigned, for and in consideration of the opportunity for my/our Minor Child (hereinafter referred to as "**MINOR**"), to participate in the Brevard Attitude Modification Program (hereinafter referred to as "**PROGRAM**") being sponsored by Wayne Ivey, in his official capacity as Sheriff

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SHERIFF WAYNE IVEY

February 11, 2022

of Brevard County, Florida, (hereinafter referred to as “**SHERIFF**”) as well as the use of the facilities owned by the Brevard County Board of County Commissioners (hereinafter referred to as “**COUNTY**”), and the benefit flowing to the MINOR being able to participate in the PROGRAM through the efforts of SHERIFF and COUNTY, and their respective employees, officers, counsel and agents (hereinafter, collectively referred to as “the **RELEASED PARTY**”), including, but not limited to the use of the premises located at 855 Camp Road, Cocoa, Florida 32927, hereby, on behalf of ourselves and the MINOR, release and agree to defend, indemnify, and save harmless, and shall defend, indemnify and hold harmless the RELEASED PARTY from and against any and all liability, claims, demands, suits, actions, losses, damages, expenses, fees or fines, of any kind and nature, arising or growing out of or in any way connected with the PROGRAM, INCLUDING DUE TO THE NEGLIGENCE OF THE RELEASED PARTY.

Furthermore, if, despite this release, hold harmless and indemnification agreement (hereinafter referred to as “**this RELEASE**”), I/we, the MINOR or anyone on the MINOR’S behalf, makes a claim against the RELEASED PARTY, I/WE AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASED PARTY AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE OR COST THAT THE RELEASED PARTY MAY INCUR DUE TO THE CLAIM MADE OR SUIT BROUGHT AGAINST THE RELEASED PARTY, ASSERTING NEGLIGENCE ON THE PART OF THE REPLEASED PARTY IN PERFORMING THEIR RESPECTIVE DUTIES.

I/We know the nature of the PROGRAM and the MINOR’S health, experience and capabilities and believe the MINOR to be qualified to participate in the PROGRAM. The MINOR is voluntarily participating in the PROGRAM and we expressly agree that we and the MINOR are to assume the entire risk of any accidents or personal injury, including serious bodily injury and death, which the MINOR might sustain to his/her person and property as a result of the MINOR’S participation in the PROGRAM, and any negligence (except gross negligence) on the part of any or all of the RELEASED PARTY in performing their respective duties or due to the actions or inactions of other participants in the PROGRAM. I/We agree to immediately notify a law enforcement officer if the MINOR is injured in connection with the participation of the MINOR in the PROGRAM. I/We further agree to waive all benefits flowing from any law of the State of Florida, which, but for this RELEASE, would negate or limit the scope of this RELEASE.

I/WE FULLY UNDERSTAND AND I/WE WILL INSTRUCT THE MINOR THAT: (i) THE ACTIVITIES ASSOCIATED WITH THE PROGRAM CAN BE VERY DANGEROUS AND PARTICIPATION IN THE PROGRAM INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANNENT DISABILITY, PARALYSIS AND DEATH (hereinafter referred to as “**RISKS**”); (ii) THESE RISKS AND DANGERS MAY BE CAUSED BY THE ACTIONS OR INACTIONS OF EITHER OF US OR THE ACTIONS OR INACTIONS OF OTHERS, INCLUDING THE MINOR, PARTICIPATING IN THE PROGRAM. THE

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RULES OF THE PROGRAM, OR THE NEGLIGENCE OF THE RELEASED PARTY: (iii) THERE MAY BE OTHER RISKS NOT KNOWN TO US OR BY THE MINOR OR THAT MAY NOT BE READILY FORESEEABLE AT THIS TIME; AND (iv) THE SOCIAL AND ECONOMIC LOSSES AND DAMAGES THAT COULD RESULT FROM THOSE RISKS COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE FUTURE OF THE MINOR.

I/WE, ON BEHALF OF MYSELF/OURSELVES AND THE MINOR, HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASED PARTY.

This RELEASE shall be binding upon our assigns, successors, personal representatives, executors, administrators and heirs, as well as the assigns, successors, personal representatives, executors, administrators and heirs of the MINOR. Furthermore, this RELEASE shall be governed by the laws of the State of Florida and any action brought to interpret or enforce this RELEASE, shall be brought exclusively in the appropriate state court situated in Brevard County, Florida.

I/WE HAVE READ THIS RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, UNDERSTAND THAT BY SIGNING IT I/WE GIVE UP SUBSTANTIAL RIGHTS WE OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES FAULT, AND I/WE SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Date: _____

SIGNATURE OF RELEASOR
Signed by Each Parent/Guardian of the MINOR

NAME OF MINOR

Printed Name and Relation to MINOR

Date: _____

SIGNATURE OF RELEASOR
Signed by Each Parent/Guardian of the MINOR

NAME OF MINOR

Printed Name and Relation to MINOR





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MEDIA RELEASE

**PLEASE READ CAREFULLY BEFORE SIGNING AND INITIAL ONLY ONE:
ALLOW _____ DO NOT ALLOW _____**

NAME OF MINOR: _____
(Print as you would like your MINOR CHILD's name to appear in media)

Release: We/I hereby consent to the recording, broadcast and re-broadcast, web site, internet posting of our/my minor child's name, voice and/or likeness over the internet, including, but not limited to, posting all or clips or portions or any audio or video recording in social media, such as Facebook, YouTube, as well as the public media, such as newspapers, television broadcasters and cable television providers, and any other printings utilized by the Brevard County Sheriff's Office. Our/My minor child's name, voice and/or likeness may also be used in promoting broadcast(s). We/I each affirm that we are/I am of legal age to consent and we are/I am the parent(s) of the minor child listed above on this form, or we are/I am of legal age and consent and we are/I am the Court Appointed Guardian(s) of the person of the minor child listed above on this form, or we are/I am of the legal age and consent and we are both the parent and the Court Appointed Guardian(s) of the minor child listed above on this form. We/I agree to accept no compensation for our/my minor child's appearance and we release the Brevard County Sheriff's Office and the Brevard County Board of County Commissioners, and their respective officers, employees and agents, from any and all liability for any violation of any personal or property rights which we/I or our/my minor child may have in connection with such materials.

We/I further agree, jointly and severally, to indemnify, defend and hold harmless the Brevard County Sheriff's Office and the Brevard County Board of County Commissioners, and their respective officers, employees and agents, against any liability, loss, or other injury whatsoever caused by or arising out of our/my minor child's appearance on the program or any utterance

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made by either of us or our/my minor child on or in connection with the program or the use of any materials furnished for use by either of us or by our minor child on, or in connection with, the program, including reasonable costs and attorney's fees. The Brevard County Sheriff's Office permitting our/my minor child to appear in their programs shall constitute its approval of this agreement.

Date: _____
Signature _____

Printed Name _____ Relationship to Minor _____

Date: _____
Signature _____

Printed Name _____ Relationship to Minor _____

**STATE OF FLORIDA,
COUNTY OF BREVARD.**

Sworn to (or affirmed) and subscribed before me by means of Physical Presence or Online Notarization , this ____ day of _____, 202__, by _____.

Signature of Notary Public – State of Florida

NOTARY SEAL

Print, Type or Stamp Commissioned name of Notary Public

Personally known OR Produced valid identification
Type of Identification produced _____.

**STATE OF FLORIDA,
COUNTY OF BREVARD.**

Sworn to (or affirmed) and subscribed before me by means of Physical Presence or Online Notarization , this ____ day of _____, 202__, by _____.

Signature of Notary Public – State of Florida

NOTARY SEAL

Print, Type or Stamp Commissioned name of Notary Public

Personally known OR Produced valid identification
Type of Identification produced _____.

