



Law Office of the Public Defender

Seventeenth Judicial Circuit

Gordon Weekes • Public Defender

Broward County Courthouse • 201 S.E. 6th Street • Suite 3872 • Fort Lauderdale, Florida 33301

Telephone: (954) 831-8650 • Fax: (954) 831-8853 • Internet Address: <http://www.browarddefender.org>

MINOR PARTICIPATION AND RELEASE FORM

As the Parent or Legal Guardian of _____ (the "child"), I hereby provide my consent and permission for Child to participate in the **SUMMER JUSTICE INTERNSHIP PROGRAM** (the "**SJP program**"), with the **LAW OFFICE OF THE PUBLIC DEFENDER, 17TH JUDICIAL CIRCUIT, BROWARD COUNTY, FLORIDA** (hereinafter, "**LOPD17**") , **201 SE 6TH STREET, #3872, North Wing, Fort Lauderdale, Florida 33309**, all hereinafter referred to as (the "Parties").

I acknowledge that LOPD17 is a State Constitution office, within the State of Florida, that is appointed by the Courts of Broward County, Florida, to provide legal representation through criminal defense to individuals deemed indigent for costs, who are criminally charged and accused with violating various statutory criminal laws of the State of Florida. The attorneys that are assigned to represent the clients of PD17 serve to protect and defend the rights of each individual client by zealously advocating for equitable justice and providing high-quality legal representation for the indigent facing loss of liberty. Additionally, LOPD17 provides mentoring services for Broward County youth participants, that express an interest in various careers within the legal career.

PD17 attorneys are appointed to clients that are both out of custody, living within the community and clients who are incarcerated and/or detained in various detention facilities. Appointed PD17 attorney's, the Courts, and deputies of Broward County Sheriff's Office ensure and use reasonable measures to ensure that PD17 clients engage in respectful behavior throughout court proceedings. However, in a courtroom setting, the circumstances, facts, evidence, information and emotions involving one's case with being accused of a criminal law violation impacting one's liberty, may be unpredictable. Therefore, by signing this Participation and Release Form, I do hereby release PD17, and its employees or agents from any and all liability or responsibility due to any injury or loss that child may incur as the result of, or arising in any way from, his or her participation in the STW program. This release will be in full force and effect before, during and after the Child's participation in the SLP program.

I acknowledge and understand that PD17 shall not be liable for any damage or injury which may be sustained by any party, person or any personal property located on or about PD17's offices and the Courthouse of Broward County, Florida and PD17 is subject to the limitations of Section 768.28, Florida Statutes. Additionally, the parent or legal guardian understands that office shall not be liable for any damage or injury which may be sustained by any child, party, or person through child's participation in the SJP program. By signing this release, as a parent,



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☐ I give permission ☐ I do not give permission to PD17 and its representatives to publish and use, for public relations purposes only, any photo or videotape take of Child, provided that such photos are used for and by only PD17. I understand that from time to time, photos will be taken of the child during the STW program services and events.

_____ Parent/Legal Guardian Initials _____ Date

This Permission and Release Form shall be constructed and governed under the laws of the State of Florida, and if any provision hereof, is found to be invalid or illegal by a Court of competent jurisdiction, I agree that the remaining provisions, shall be construed as if the impacted provision had not been included in order to effectuate the intent of the parties.

I release and discharge and hold harmless PD17, its employees and agents from any liability, death, or illness (including COVID-19) that may result from services and events during the SJP program.

The purpose of the SJP program is to provide child with a mentorship opportunity to be mentored by an employee at PD17, understand the court system in Broward County, the legal processes involved in criminal defense and gain insight into criminal defense and legal representation of indigent clients.

Protocol and Policies:

1. Child shall at all times identify themselves as a mentee participant of the SJP program;
2. A goal of the PD17 shall take a reasonable effort to shield the child from accessing privileged communications that are protected by attorney/client communications. However, the child may be exposed to communications and/or information that occur in the office as well as in court. Child cannot disclose any communications and/or evidence between attorney/client to any 3rd party, specific to the facts or defense strategy of a case, that is acquired through STW program even after program has ended;
3. Parent, Legal Guardian and/or Child shall immediately advise LOPD17, through its SJP representative, if child, parent or legal guardian is a victim or witness (or a friend or relative of a witness or victim) in any matter or case appointed to PD17 and/or any Broward criminal case;
4. Child cannot speak to any client of the LOPD17 without an attorney of LOPD17 present;
5. Child cannot go outside of what a LOPD17 attorney has asked them to do, including but not limited to:
 - a. Don't go see a PD17 client unless asked to;
 - b. The STW program encourages discussions, conversations involving points of view, and understanding the child's perspective in evaluating various cases of the office. Notwithstanding, please refrain from offering legal advice to any clients and allow SJP mentors and/or attorneys to lead discussions with clients regarding their respective case (s);



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- c. Do not communicate with PD17 client (s) and/or any witness to a case any matter regarding a plea bargain or matter of strategy regarding any trial of a case; and
 - d. Don't ever attempt to influence a witness, victim, or PD17 client into any decision whether in the Courthouse, outside of the courthouse, and/or during or after participation in the SJP program.
6. Child, Parent, or Legal Guardian must let us know if you are a friend or relative of any judge, police officer or assistant state attorney in Broward County;
7. Child shall abide by all rules, terms, and policies of the SJP.

Child's continued participation in the STW program with PD17 shall be at the sole discretion of PD17.

8. PD17 is subject to Florida Sunshine and Open Records law governed by Florida Statute Chapter 119.

Minor Name: _____ Date: _____

Parent/Legal Guardian: _____

Parent/Legal Guardian Signature: _____ Date: _____

Parent Telephone Number: _____

CRIME LAB
HOLD HARMLESS/INDEMNIFICATION AGREEMENT
(Minors)

I, the undersigned parent and/or legal guardian of _____ (“CHILD”), grant permission for my CHILD to participate in the Broward Sheriff's Office (“SHERIFF”)’s Crime Lab Tour (hereinafter referred to as the “Tour”).

In consideration of the SHERIFF allowing my CHILD to participate in the Tour, I, on behalf of myself and my CHILD, our heirs, executors and administrators, voluntarily accept any and all risks associated with my CHILD’s participation in such activities.

I agree to indemnify the BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, volunteers and servants against any and all liability, including, but not limited to, judgments, settlements, attorneys’ fees and court costs, arising from any demand, claim, cause of action, or lawsuit brought against the BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, volunteers, or servants as a result, either directly or indirectly, of my CHILD’s participation in the Tour **including any claim, cause of action or lawsuit based on the negligence, actions or inactions of BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants.**

I, intending to be legally bound for myself and my CHILD, our heirs, executors, and administrators, waive and release any and all rights and claims for losses and damages including, but not limited to, personal injuries and property damage, that exist, now or in the future, against the SHERIFF, his employees, agents, representatives, volunteers, or servants resulting, either directly or indirectly, from my CHILD’s participation in the Tour **including any claim, cause of action or lawsuit based on the negligence, actions or inactions of BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants .**

I understand that this Hold Harmless/Indemnification Agreement includes any claims based on the negligence, actions or inactions of BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, volunteers or servants, and covers bodily injury and property damage, whether suffered by my CHILD or another person.

I attest that my CHILD is physically fit to participate in the Tour. I certify that my CHILD has no medical condition(s) which would prevent my CHILD from participating in the Tour. Furthermore, I will immediately report any changes in my CHILD’s physical condition if such changes will affect my CHILD’s ability to participate in the Tour.

I agree that in the event any portion of this Agreement is held invalid, the balance shall continue in full force and effect.

In entering this Agreement, I represent that I have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of my own legal representative, who is an attorney of my own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by me.

In the event of litigation in connection with or concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorneys’ fees.

SIGNATURE OF PARENT/LEGAL GUARDIAN

Date: _____

PRINTED NAME



**Broward Sheriff's Office
Department of Detention
Disclosure, Consent, Hold Harmless and Indemnification Agreement**

In consideration for the Broward County Sheriff's Office ("BSO") allowing me access to a detention facility in order to tour a jail facility or perform services on date ____ - ____ - ____, I, _____, acknowledge and agree that (initial each statement and paragraph):

____ I am over the age of 18 and of sound mind and voluntarily and knowingly make the statements and enter the agreements herein.

____ I have never been arrested for any violent crime and/or sexual offense.

____ I am not currently under any type of court ordered supervision, parole and probation, etc.

____ I understand that I am entering a secured facility and that I will be monitored and recorded and I may be subject to search of my person and belongings and hereby consent to the same.

____ I am fully aware of and appreciate the fact that I will come into contact with inmates while touring the jails or providing services inside the BSO jail facilities. I further understand and acknowledge that BSO is not responsible for the statements or actions of inmates. I fully realize and appreciate the dangers and risks associated with touring a jail facility or providing services in a jail. In assuming such risks, I agree not to bring a lawsuit or cause of action against BSO, the Sheriff of Broward County, Broward County, the Board of Commissioners of Broward County, and/or their officers, agents, servants, employees, and representatives for any physical harm or injury to me while touring a jail facility or providing services in any BSO jail facility.

____ I will, to the extent permitted by law, indemnify, save harmless, and defend BSO, the Sheriff of Broward County, Broward County, the Board of Commissioners of Broward County, and their officers, agents, servants, employees, and representatives from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of actions, including attorney's fees, of any kind and nature arising or growing out of or in any way connected with my tour or services including, but not limited to, the use, occupancy, or presence in, on, or about a BSO jail facility, the use or maintenance of any equipment contained therein, my actions or omissions while touring a jail facility or performing services within any jail facility, including any claim, cause of action or lawsuit based on the negligence, actions or inactions of BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, vendors, volunteers, servants, or inmates in any BSO jail facility.



**Broward Sheriff's Office
Department of Detention
Disclosure, Consent, Hold Harmless and Indemnification Agreement**

____ I understand that this Hold Harmless and Indemnification Agreement includes any and all claims based on the negligence, actions or inactions of BSO, the Sheriff of Broward County, his directors, officers, deputies, employees, agents, representatives, vendors, volunteers, servants, or inmates in any BSO jail facility, and covers bodily injury and property damage, whether suffered by me or another person.

Dated this _____ day of _____, 20_____.

Individual Requesting Tour or Service Provider's Name (Print or Type)

Agency (if applicable) or Parent or Guardian's **Printed** Name (if the individual requesting a tour is a minor.)

Individual Requesting Tour or Service Provider's Signature
(NOTE: Must be signed by Parent or Guardian if the individual requesting a tour is a minor.)

Witnesses (Signature and CCN): _____

State of Florida, County of Broward:

The foregoing instrument was acknowledged before me this _____ day of _____
20____ by _____ who is personally known OR produced
the following identification: _____.

Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public