

PARTICIPANT CONSENT, RELEASE, AND WAIVER OF LIABILITY

Read Carefully Before Signing

In consideration for my or my child's participation in _____ ("Activity") hosted by _____, taking place on the University of Florida campus or in a University of Florida facility, on or about _____, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the University of Florida Board of Trustees and their respective employees, agents, representatives, officers, trustees, members and volunteers ("RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, my child, or to any property belonging to me or my child, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while participating in Activity or while in, on or upon the premises where Activity is being conducted.

Identification of Risk

I hereby acknowledge the following: (1) Activity involves and poses risk, inherent or otherwise, that cannot be entirely eliminated that may jeopardize my or my child's safety, health, and well-being; (2) I am aware that Activity involves physical exertion; (3) I understand that the dangers and risks of participation in Activity may include minor to serious injuries before, during, and after participation in Activity, physical, mental, or emotional injury or disability, or illness; and (4) I am aware that participating in Activity will involve risks for injuries which may include, but are not limited to, serious physical harm, serious neck and spinal injuries, serious injury to bones, muscles, joints, and other aspects of the muscular skeletal system, and serious injury or impairment to other aspects of my or my child's body, and risk of loss or damage to property owned by me, as a result of my child being engaged in such an Activity.

Acknowledgement of Risk

I am fully aware of the risks and potential hazards connected with participating in Activity, including but not limited to, the risk of personal injury from accidents or illness, and I hereby elect for myself or my child to voluntarily participate in Activity and engage in such knowing that Activity may be hazardous to my or my child's person. I acknowledge and agree that participation in Activity involves physical exertion, and I should consult with my medical professional before allowing my child to participate in such activity. I attest that (I am or) my child is physically fit to participate in Activity. **I understand that this Activity is not controlled, offered, sponsored or hosted by the University of Florida. Further, the University of Florida bears no ownership or responsibility for the Activity and any injury or damage that may occur during participation.** Additionally, I agree that I or my child will follow any and all rules and safety precautions communicated by Activity instructor and/or those otherwise applicable to Activity. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by me or my child, as a result of my or my child's participation in Activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

Waiver of Liability

I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that I may incur due to my participation in Activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. It is my express intent that this Participant Consent, Release and Waiver of Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Participant Consent, Release and Waiver of Liability shall be construed in accordance with the laws of the state of Florida. IN SIGNING THIS PARTICIPANT RELEASE, CONSENT AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age, fully competent and the parent or guardian of the child participant; I execute this Participant Consent, Release and Waiver of Liability for full, adequate and complete consideration, fully intending to be bound by same.

Printed Participant Name: _____

Printed Parent/Legal Guardian Name: _____

Signature of Parent/Legal Guardian: _____

Date: _____