University of West Florida

STATEMENT OF ASSUMPTION OF RISK, INFORMED CONSENT, and RELEASE OF LIABILITY

I, ________________________________(print participant’s full name), the undersigned participant, (or in the event the undersigned is under eighteen (18) years of age, the undersigned’s parent or guardian), have actual knowledge and conscious appreciation of the particular risks involved in sports activities organized by the University of West Florida. I acknowledge that the activities I will be participating in may involve strenuous physical activity, physical interaction with other participants, travel, exposure to inclement weather and other dangers, which may result in injuries to me, ranging from minor to severe, including serious permanent disability, paralysis, or death. These types of injuries may result from my own actions, the actions or inactions of others or a combination of both.

Other specific risks that may arise from my participation in these activities may also include, but are not limited to abrasions, bruises, concussions, cuts, dehydration, dental/oral injury, dislocations, eye injury, fungal/bacterial infection, fractures, head injury, heat illness, lacerations, ligament tears, muscle strain, scratches, spinal injury, sprains, and vision loss.

I understand that participating in sports activities require a minimum level of fitness for safe participation. I warrant that I am in good health and have no physical condition that would prevent me from participating. I acknowledge that it is my responsibility to secure appropriate personal medical insurance and no such coverage is provided or implied by the University of West Florida.

I understand that the rules and instructions involved with this activity are designed for my safety and protection and I hereby undertake to abide by all such rules and instructions. I understand that my failure to adhere to the rules and instructions involved with this activity may result in my being removed from this and other such activities presently and permanently.

In consideration of my participation, I hereby authorize the University of West Florida, and those acting pursuant to its authority, to record my participation, image, and appearance on video tape, audio tape, film, photograph or any other medium, use my name, likeness, image, voice and biographical material in connection with these recordings, exhibit or distribute, and modify such recording in whole or in part without restrictions or limitation for any educational or promotional purpose which the University of West Florida deems appropriate.

In consideration of my participation, I agree to hold harmless, covenant not to sue, release and forever discharge the State of Florida, the Florida Board of Governors, the University of West Florida Board of Trustees, the University of West Florida, and all other sponsors and their respective officials, employees, agents, assigns, volunteers, and guests (hereinafter referred to as “Released Parties”) from any and all liability resulting from the ordinary negligence of those involved, including Released Parties. I further save and hold harmless the Released Parties from any claim or lawsuit by me, my spouse, my family, estate, heirs, or assigns, arising out of my participation in the program offered or sponsored by the University of West Florida, including all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of, or be caused by use of my photograph, likeness or voice.

I expressly agree that this agreement is intended to be as broad and inclusive as permitted by the laws of Florida and that if any portion is held to be invalid, it is agreed that the balance of the agreement shall continue in full legal force and effect.

I hereby declare and represent that in making, executing and tendering this Statement of Assumption of Risk, Informed Consent and Release of Liability, I have read this statement, understand its contents and sign it of my own free will and choice.

Knowing the risks described, and in consideration of being permitted to participate in the program, I agree, on behalf of myself, my family, heirs and personal representatives, to assume the risks and responsibilities surrounding my participation in the Program.

THIS AFFECTS YOUR LEGAL RIGHTS. PLEASE READ BEFORE SIGNING.

Printed Name of Parent/Guardian (if applicable) ________________________________ Signature of Participant or Parent/Guardian ________________________________