



## SMALL VESSEL OPERATIONS STATEMENT OF ASSUMPTION OF RISK, INFORMED CONSENT, AND RELEASE OF LIABILITY

### **Waiver:**

In consideration of my participation, I agree to hold harmless, release, covenant not to sue, 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 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 small vessel operations offered or sponsored by the University of West Florida.

### **Assumption of Risks:**

Participation in small vessel operations carries with it inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary with each activity, but can range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

***I have read the previous paragraphs and I understand these and other risks that are inherent in small vessel operations. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.***

### **Severability:**

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, continue in full legal force and effect.

### **Acknowledgement of Understanding:**

I have read this statement of assumption of risk, informed consent, and release of liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent of the law.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Participant Printed Name

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

(NOTARY  
SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_