

PARTICIPANT WAIVER AND HOLD HARMLESS FORM
FLORIDA STATE COLLEGE AT JACKSONVILLE

1. In consideration for receiving permission to participate in _____
_____ (herein referred to as ACTIVITY), which is sponsored by Florida State College at Jacksonville ("COLLEGE"), or part of one of its programs, I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes the COLLEGE, and its officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, or other location used for ACTIVITY, at any other location, during any free time whether College employees are present or not, or while traveling to or returning from the location where the ACTIVITY takes place, ***including injuries sustained as a result of the negligence of RELEASEES***. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate.

2. I am fully aware that there are inherent risks involved with ACTIVITY, including but not limited to, and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me as a result of participating in said activity ***including injuries sustained as a result of the negligence of RELEASEES***. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity, including any injury, death, or loss sustained while traveling to or from ACTIVITY.

3. I acknowledge that if transportation to and from ACTIVITY is not provided by the COLLEGE, and that if transportation is provided by other students or members of the COLLEGE, the owners of such vehicles are solely responsible for provision of any bodily, injury, and property damage insurance as may be required by law.

4. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. I understand that should I be injured while traveling, my personal insurance will be responsible for the treatment of my injuries. If I do not carry personal health insurance, I understand that I am personally financially responsible for the treatment of my injuries.

5. Consent to Emergency Medical Treatment: The College may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. In case of an emergency that calls for medical care, hospitalization or surgery, I authorize College, by and through its authorized representative(s) or agent(s) in charge of this ACTIVITY to secure any treatment which appears reasonably necessary under the circumstances. It is understood that such treatment shall be solely at my expense. I understand that the agents for this Trip are not trained on medical care.

6. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Florida.

7. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

SIGNED this _____ day of _____, 20_____.

Participant Signature: _____

Printed Name: _____

Parent or Legal Guardian Signature: _____
(If Participant is under 18 years old)

Parent or Legal Guardian Printed Name: _____
(If Participant is under 18 years old)

Witness Signature: _____

Witness Printed Name: _____

INSTRUCTIONS TO SPONSORS

1. Complete all blanks in form prior to execution.
2. Provide copy of executed form to Participant.
3. Keep this release on file in appropriate office of Sponsor.
4. Provide a copy of the signed release to the Office of General Counsel.