

**UNIVERSITY OF FLORIDA PARTICIPANT CONSENT,
RELEASE AND WAIVER OF LIABILITY
(ADULT FORM)**

NAME OF ACTIVITY: _____

RELEASE AND WAIVER OF CLAIMS (READ CAREFULLY BEFORE SIGNING)

This PARTICIPATION CONSENT, RELEASE, AND WAIVER OF LIABILITY AGREEMENT ("WAIVER") as to the University of Florida Board of Trustees and their respective employees, agents, representatives, employees, and volunteers (collectively, "RELEASEES"), serves as a release and assumption of risk for me as well as my heirs, estates, executors, administrators, and assigns.

I, _____ [print name], in consideration for participation in
_____ [name of activity],
hosted and coordinated by _____,

on _____ [date & time], at _____ [location]

("ACTIVITY"), HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITY AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITY, ARISING OUT OF ANY LOSS, DAMAGE, OR INJURY SUSTAINED BY ME OR MY PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, EXPENSES AND COSTS, INCLUDING ATTORNEYS' FEES, WHICH ARISE OUT OF, RESULT FROM, OCCUR DURING, OR ARE CONNECTED IN ANY MANNER WITH MY PARTICIPATION IN THE ACTIVITY AND/OR RELATED TRAVEL OR EVENTS, INCLUDING SUCH LOSS, DAMAGE, INJURY, OR DEATH THAT MAY RESULT FROM RELEASEES' OWN NEGLIGENCE, AND I FURTHER WAIVE ANY RIGHT THAT I, MY FAMILY, HEIRS, REPRESENTATIVES, OR ASSIGNS MIGHT OTHERWISE HAVE AND COVENANT NOT TO SUE RELEASEES IN CONNECTION WITH ANY SUCH LIABILITY.

I understand that the details of this ACTIVITY are as follows:

- _____
- _____
- _____
- _____
- _____ [add additional pages as necessary.]

ACKNOWLEDGMENT OF RISK

I am fully aware of the risk and hazards connected with my participation in the ACTIVITY including but not limited to potential exposure to laboratory chemical, biological, and physical hazards. I hereby acknowledge that (a) my participation in the ACTIVITY involves and poses risks, inherent or otherwise, known and unknown, that cannot be entirely eliminated and that may jeopardize my safety, health, and well-being; (b) these risks may include minor to serious physical injury (such as 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 parts of my body), mental injury, emotional injury, disability, illness, and/or death, any of which may occur before, during, or after my participation in the ACTIVITY. Notwithstanding the foregoing, and in full awareness thereof, I hereby voluntarily elect to participate in the ACTIVITY. These risks may include _____

_____.

NON-UF ORGANIZED ACTIVITY (CHECK ONLY IF APPLICABLE)

- ☐ I understand that the ACTIVITY is NOT being conducted and/or organized by RELEASEES. RELEASEES are not affiliated with any of the companies or entities providing equipment, guidance, facilities and/or sites which I may visit during the ACTIVITY; and I understand that there are potential risks in utilizing equipment, guidance, and/or any other facilities or sites that are not owned or controlled by RELEASEES, including but not limited to, theft of personal property or other crimes, and injuries associated with faulty or poorly maintained equipment.

ACKNOWLEDGEMENT OF GOOD MENTAL AND PHYSICAL CONDITION

I assert that I am in good mental and physical condition and capable of safely participating in the ACTIVITY. I do not know of any medical or physical condition, or other reason that I should not take part in the ACTIVITY or which could interfere with my safety in such ACTIVITY. I hereby agree to assume and bear the cost of all risks that may be created, directly or indirectly, by any condition, known or unknown, which I may have.

CONSENT TO MEDICAL TREATMENT

During the ACTIVITY, I hereby give permission for the RELEASEES to administer first aid as appropriate in the event of an exposure or injury relating to the ACTIVITY. In the event of an emergency, 911 will be called, and I agree to be responsible for any and all costs of medical coverage and treatment provided to me not covered by my insurance.

CONSENT TO COLLECT INFORMATION AND NOTICE OF PRIVACY POLICIES

I hereby give permission for the University of Florida to collect information from me through an online platform. I understand that this information will not be shared with any third party, unless otherwise required by the third-party platform provider for participation in the ACTIVITY. I acknowledge that additional information on the University's privacy policies can be found at <https://privacy.ufl.edu/privacy-policies-and-procedures/onlineinternet-privacy-statement/>.

INSURANCE POLICY OR COVERAGE

I understand that RELEASEES do not provide any type of insurance for persons taking part in the ACTIVITY. I recognize that it is my responsibility, and not the responsibility of RELEASEES, to secure any insurance policy I feel I may need for the ACTIVITY. Furthermore, I recognize that it is my responsibility, and not the responsibility of RELEASEES, to understand the limits of my major medical health insurance coverage and liability coverage (if any) and to ensure that my policy provides sufficient coverage for my needs and is effective during the entire period of the ACTIVITY.

SIGNATURE

In signing this WAIVER I acknowledge and represent that: (1) I have read the foregoing WAIVER, understand it and sign it voluntarily as my own free act and deed; (2) I am at least eighteen (18) years of age and fully competent; (3) I agree that this WAIVER is to be construed under the laws of the State of Florida, U.S.A., and that venue for any disputes arising out of the ACTIVITY and/or this WAIVER shall lie exclusively in the Circuit Court of Alachua County, Florida. By signing this WAIVER, I expressly agree that the foregoing is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the ACTIVITY is conducted and that if any portion thereof is held invalid, I agree that the remainder of the WAIVER shall continue in full legal force and effect.

I HAVE READ THIS AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WAIVER HAVE BEEN MADE; I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING, AND AGREE TO BE BOUND BY ALL OF THE FOREGOING TERMS AND CONDITIONS.

Signature of Participant OR Parent/Legal Guardian

Date

Participant Printed Name