

ACKNOWLEDGEMENT, INDEMNITY, WAIVER and RELEASE OF LIABILITY  
FOR PARTICIPATION in an ACTIVITY at a UNIVERSITY OF NORTH FLORIDA  
DEPARTMENT OF RECREATION VENUE

**THIS AFFECTS YOUR LEGAL RIGHTS.  
PLEASE READ CAREFULLY BEFORE SIGNING BELOW.**

Participant: \_\_\_\_\_  
Last First MI Gender D.O.B. N- Number

Department: \_\_\_\_\_ Are you a full-time UNF employee? \_\_\_\_\_

Do you have an intellikey registered in your name? \_\_\_\_\_

Home Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Emergency contact if parent or guardian listed above is unavailable: \_\_\_\_\_ Telephone: \_\_\_\_\_

I acknowledge and agree that use of the UNF Department of Recreation venue or facility, including UNF Hall Fitness Center, may involve strenuous physical activity (i.e. – swimming, running, exercise, etc.) where both males and females participate in the same environment and that risk of serious bodily injury including loss of life, property damage and other hazards may result from my use of the different venues for their intended purposes or activities.

**NOTE: If I am under eighteen years of age, I understand that while I am bound by the provisions of this Release and must acknowledge and agree to its terms, I am not permitted to execute this Release or participate in this Activity without approval of my parent or legal guardian, who must execute this Release on my behalf.**

I acknowledge that I must thoroughly read and understand the information contained in this Acknowledgement, Indemnity, Waiver and Release of Liability (“Release”) pertaining to my participation in any of the intramural, club sports, eco programs or other activities listed above (“Activity”). I further acknowledge and agree that the Activity may involve strenuous physical activity, risk of serious bodily injury including loss of life, property damage and other hazards which may result from my participating in the Activity.

1. I acknowledge and agree that I am required to act in a responsible manner at all times during the Activity and further acknowledge and agree that I will be held responsible for my own behavior and must respect the property of UNF and others.

Initials: \_\_\_\_\_

2. I acknowledge and agree that I must observe all state and local laws and UNF regulations and policies, including those concerning alcohol/drug use and required conduct. I further acknowledge and agree that in the event that if I have any questions regarding the applicability of UNF’s regulations and policies to the Activity, it is my responsibility to make any necessary inquiries to UNF’s Department of Recreation. Additionally, I acknowledge and agree that I must observe and comply with the specific rules and conditions developed for participation in the Activity by UNF’s Department of Recreation.

Initials: \_\_\_\_\_

3. I acknowledge and agree that it is my obligation to make any necessary inquiries to UNF’s Department of Recreation regarding my ability, physically or otherwise, to safely participate in the Activity and that prior to executing this Release, I have been provided the opportunity to inquire and discuss the possible risks and hazards to me resulting from my participating in the Activity. Any questions I had regarding my ability to participate in the Activity have been answered to my satisfaction, and I have received sufficient information to make a sound and voluntary decision to participate in the Activity.

Initials: \_\_\_\_\_

4. In exchange for UNF allowing me to participate in the Activity, I give UNF the right and permission to record my participation and appearance on videotape, audiotape, film, photography or any other medium and to use my name, likeness, voice and biographical information in connection with these recordings. UNF may exhibit or distribute all or any part

of these recordings for any educational or promotional purpose which the UNF and its employees deem appropriate. All such recordings shall be UNF's property.

Initials: \_\_\_\_\_

**5. Please pay particular attention to paragraphs 5(a) through 5(c) regarding your risk liability:**

(a) In exchange for UNF's Department of Recreation making arrangements for, permitting me and assisting me in participating in the Activity, I hereby assume all risks of participation in the Activity. Risks include, but are not limited to, transportation risks, risks of participation in the various components of the Activity, and all risks related to any physical or other condition from which I might suffer. I acknowledge that UNF's Department of Recreation does **not** provide personal accident/health insurance, and I assume personal and financial responsibility for any medical care and treatment that I may require as the result of participating in the Activity.

(b) I acknowledge and agree that there will not be medical personnel available at the location of the Activity. I further acknowledge and agree that UNF's Department of Recreation is granted permission to authorize emergency medical treatment, if necessary, and that such action is subject to the terms of this Release.

(c) In exchange for UNF's Department of Recreation me to participate in the Activity and having reviewed and agreed to all acknowledgments listed in paragraphs 1 through 5(b) of this Release as detailed above, I, on behalf of myself, family, heirs, beneficiaries, and personal representatives, agree to assume all the risks and responsibilities of my participating in the Activity. I release and forever discharge and covenant not to sue the University of North Florida Board of Trustees, the Florida Board of Governors, and the State of Florida, their officers, agents, employees, specifically including those working under the direction of the UNF Department of Recreation ("Releasees") from and against any and all liability for any and all claims, demands, actions, causes of action of whatever kind or nature, costs and expenses of any nature, including attorneys' fees ("Claims") that I may have or that may hereafter accrue to me, arising out of or related to any harm, loss, damage or injury, including but not limited to suffering, death or property loss that may be sustained by me, whether caused by my action or negligence or the action or negligence of Releasees or third parties in connection with the Activity. I also agree not to sue Releasees in connection with any such harm, loss, damage or injury. I agree to indemnify and hold Releasees harmless from and against all claims asserted against any of the Releasees by any entity based upon my participation in the Activity.

Initials: \_\_\_\_\_

6. I acknowledge and agree that should any provision or aspect of this Release be found to be unenforceable, all remaining provisions of this Release will remain in full force and effect. Further, I acknowledge and agree that this Release shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceeding concerning this Release shall be in Jacksonville, Duval County, Florida.

Initials: \_\_\_\_\_

I have read, understand, and acknowledge that through initialing each of the 6 sections above in this 2 page Release that I acknowledge the terms of this Release and that I must comply with the information and directions as described above and intend to be bound by the terms contained in this Release and that I have voluntarily executed the Release.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
**Participant's Signature**

(I certify that I am 18 years of age or older)