

Recreation & Wellness

ACKNOWLEDGEMENT, INDEMNITY, WAIVER and RELEASE OF LIABILITY
FOR PARTICIPATION in a UNIVERSITY OF NORTH FLORIDA
DEPARTMENT OF RECREATION AND WELLNESS ACTIVITIES

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

Participant: _____ N# _____
Last First MI

Parent/Guardian (if under 18): _____
Last First MI

Address: _____ Apt. _____

City & State: _____ Zip _____

Telephone: Home: _____ Work: _____ Cell: _____

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

I, or as parent or guardian of the above-named individual, intend for myself/him/her to participate in the University of North Florida ("UNF") Department of Recreation and Wellness's health promotion, intramural sports, club sports, eco adventure programs, aquatics, group or individual fitness activities and/or other UNF Department of Recreation and Wellness sponsored activities ("Approved Activities") to be held at one of UNF's venues including but not limited to the UNF Arena, Student Wellness Complex, Competition Pool Complex, Osprey Challenge High and Low Ropes Course, Eco Adventure, UNF nature trails, Ogier Gardens, The Cliff climbing wall and UNF athletic fields and/or other UNF designated site on or off campus . I understand that UNF Department of Recreation and Wellness offers intramural sports, club sports and activities as follows and not limited to: Fitness Activities, Personal Training, Flag Football, Soccer, Swimming, Water Sports, Tennis, Volleyball, Basketball, Racquetball, Ultimate Frisbee, Akido, Flag Football, Hockey, Rugby, Sand Volleyball, Slack Lining, Roller Skating, Crate Stacking, Sailing, Surfing, Wrestling, Rugby, Rock Climbing, Horseback Riding, Lacrosse and Weightlifting. I further understand that the UNF Department of Recreation and Wellness offers Eco Adventure programs which include following activities: Bird Watching, Hiking, Camping, Canoeing, Kayaking, Fishing, Rock Climbing, Scuba diving or Snorkeling, Swimming, Skiing, Orienteering and White Water Rafting. I understand that the Eco Adventure programs are generally conducted off UNF's campus and involve providing my own or participating in University-sponsored transportation to and from different sites; running, jumping, climbing, rock climbing, bouldering, climbing natural or manufactured rock walls, hiking, carrying a backpack in natural areas; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain), building shelter, sleeping outdoors; using matches, making a campfire and outdoor cooking; using knives and throwing sharp objects; all manner of fresh water or salt water activities including swimming, sailing, canoeing, kayaking, tubing, boating, whitewater rafting; and the possibility of being exposed to venomous animals, water-borne illness and poisonous plants that may result in allergic reactions or other harm.

I acknowledge that I must thoroughly read and understand the information contained in this Acknowledgment, Indemnity, Waiver and Release of Liability ("Release") and provide authorization for myself/my minor child to participate in any of the intramural, club sports, Eco programs or other activities listed above ("Approved Activities"). I further acknowledge and agree that the Approved Activities may involve strenuous physical activity, risk of serious bodily injury including loss of life, property damage and other hazards which may result from my child participating in the Approved Activities.

1. I acknowledge and agree that I/my child is required to act in a responsible manner at all times during the Approved Activities and further acknowledge and agree that I will be held responsible for my/my child's behavior and I/my child must respect the property of UNF and others. Initials: _____

2. I acknowledge and agree that I/my child must observe all state and local laws and UNF regulations and policies, including those concerning alcohol/drug use and required conduct. Information regarding applicable University regulations and policies are contained in The UNF Student Handbook which can be located online at: https://www.unf.edu/deanofstudents/student_handbook.aspx I further acknowledge and agree that in the event that if I, or my minor child, have any questions regarding the applicability of UNF's regulations and policies to the Approved Activities, it is my and my minor child's responsibility to make any necessary inquiries to UNF's Department of Recreation and Wellness. Additionally, I acknowledge and agree that I/my child must observe and comply with the specific rules and conditions developed for participation in the Approved Activities by UNF's Department of Recreation and Wellness. Initials: _____

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

Initials: _____

4. In exchange for UNF allowing myself/my child to participate in the Approved Activities, I give UNF the right and permission to record my/his/her participation and appearance on videotape, audiotape, film, photography or any other medium and to use his/her 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 and Wellness making arrangements for, permitting me/my child and assisting him/her in participating in the Approved Activities, I hereby assume all risks of my/my child's participation in the Approved Activities. Risks include, but are not limited to, transportation risks, risks of participation in the various components of the Approved Activities, and all risks related to any physical or other condition from which I/my child might suffer. I acknowledge that UNF's Department of Recreation and Wellness does **not** provide personal accident/health insurance for me/my child, and I assume personal and financial responsibility for any medical care and treatment I/my child may require as the result of participating in the Approved Activities.

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

(c) In exchange for UNF's Department of Recreation and Wellness allowing me/my child to participate in the Approved Activities and having reviewed and agreed to all acknowledgments listed in paragraphs 1 through 5(b) of this Release as detailed above, I, or on behalf of my child, family, heirs, beneficiaries, and personal representatives, agree to assume all the risks and responsibilities of me/my child participating in the Approved Activities. 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 and Wellness ("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 myself/my child, whether caused by my/his/her action or negligence or the action or negligence of Releasees or third parties in connection with the Approved Activities. 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/my child's participation in the Approved Activities.

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 and my minor child 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 _____, 20_____.

Participant's Signature
(I certify that I am 18 years of age or older)

Parent or Guardian's Signature
(If participant is under 18 years of age.)