

ACKNOWLEDGEMENT, INDEMNITY, WAIVER and RELEASE OF LIABILITY
FOR PARTICIPATION in a UNIVERSITY OF NORTH FLORIDA ACTIVITY

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

Participant: _____
Address: _____
City & State: _____
Telephone: Home: _____ **Cell:** _____

I intend to participate in the event called _____ (“Activity”) to be conducted by _____ (“Sponsor/Organizer/Operator”) that is scheduled to take place on or about _____, 20____. The event consists of the following types of activities (i.e., - transportation, hiking, swimming, etc.)

I acknowledge that I must thoroughly read and understand the information contained in this Acknowledgement, Indemnity, Waiver and Release of Liability (“Release”) pertaining to the Activity and the possible risks and hazards that might result from participation in this Activity.

NOTE: If I am under eighteen (18) 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.

1. I acknowledge and agree that I am required to act in a mature and 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 the University of North Florida (“University”) and others.

2. I acknowledge and agree that I must observe all state and local laws and University regulations and policies, including those concerning alcohol/drug use and required student conduct. Information regarding applicable University regulations and policies are contained in The UNF Student Handbook which can be located online at http://www.unf.edu/deanofstudents/student_handbook.aspx. I further acknowledge and agree that in the event that I have any questions regarding the applicability of the University’s regulations and policies to the Activity, it is my responsibility to make any necessary inquiries to the Activity Sponsor/Organizer/Operator or to make any necessary inquiries to the University’s Office of Student Affairs. Additionally, I acknowledge and agree that I must observe and comply with the specific rules and conditions developed for participation in the Activity by its Sponsor/Organizer/Operator Initials: _____

3. I acknowledge and agree that it is my obligation to make any necessary inquiries to the Activity Sponsor/Organizer/Operator 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.

4. In exchange for the University allowing me to participate in the Activity, I give the University 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. The University may exhibit or distribute all or any part of these recordings for any educational or promotional purpose which the University and its employees deem appropriate. All such recordings shall be the University’s property.

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

(a) In exchange for the Activity Sponsor/Organizer/Operator making arrangements for, permitting me to 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 the University and/or Activity Sponsor/Organizer/Operator does **not** provide personal accident/health insurance for me, and I assume personal and financial responsibility for any medical care and treatment I may require as the result of participating in the Activity.

(b) I acknowledge and agree that sponsor/organizer/operator will not provide medical personnel at the location of the Activity. I further acknowledge and agree that the Activity Sponsor/Organizer/Operator is granted permission to authorize emergency medical treatment for me, if necessary, and that such action by the Activity Sponsor/Organizer/Operator is subject to the terms of this Release.

(c) In exchange for the University and the Activity Sponsor/Organizer/Operator allowing me to participate in the Activity and having reviewed and agreed to all acknowledgements listed in paragraphs 1 through 5(b) of this Release as detailed above, I, on behalf of myself, spouse, family, heirs, beneficiaries, and personal representatives, agree to assume all the risks and responsibilities of 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, and representatives, including the Activity Sponsor/Organizer/Operator ("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.

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.

I have read, understand, and acknowledge that through initialing each of the six (6) sections above in this two page Release, that I must comply with the information and directions and intend to be bound by the terms contained in this Release and 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.)