

# PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY

Name of Youth Activity:

College/Department Sponsoring Event:

Event Date:

Number of Event(s):                      Number of Day(s):

Location:

## **READ CAREFULLY BEFORE SIGNING**

### **IDENTIFICATION OF RISK**

In consideration for permission for my or my child's participation in the \_\_\_\_\_, hosted by the \_\_\_\_\_ on \_\_\_\_\_, at the University of Florida/or off campus location \_\_\_\_\_, I hereby VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, EMPLOYEES, AND VOLUNTEERS (collectively, RELEASEES) from any and all liability, arising out of any loss, damage, or injury, including death, that may be sustained by me, my child or to any property belonging to me, or both, 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 or my child's participation in said event(s) or while in, on or upon the premises where the event(s) is being conducted, 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 said RELEASEES in connection with any such liability.

I understand that I or my child will be participating in a youth event that will include \_\_\_\_\_ event(s) over \_\_\_\_\_ day(s). The events will include, but may not be limited to, \_\_\_\_\_. I understand the risks for me or my child that are associated with the youth activity.

### **ACKNOWLEDGMENT OF RISK**

I am fully aware of the risks and hazards connected with participation in such event, and its equipment and activities, including but not limited to injuries resulting from contact with any person(s) who may come into contact with me (or my child) or from contact with other person(s)/object(s); injuries resulting from my (or my child) coming into contact with other person(s) or objects including but not limited to person(s), walls, structures, ropes, equipment, or the ground; injuries that occur from negligence or lack of adequate training; injuries or death resulting from use of the facility, event, or any equipment of host, during the engagement of any activity; injuries or death resulting from the failure of equipment or poor judgment related to the use of any equipment; injuries or death resulting from my (or my child's) physical or health conditions (whether disclosed to the Released Parties or not); personal property theft and other crime, which could result in serious or mortal illness, injuries and property damage. I acknowledge that there exists a possibility of physical injury or death in observing or participating in the event(s) and am fully aware that there may be risks and hazards unknown to me or my child connected with participating in said event(s). Because of the dangers of participating in the event(s), I acknowledge and understand the importance of following rules and regulations established by the University of Florida and the \_\_\_\_\_. I hereby agree that I or my child will obey such rules, regulations, and instructions. I hereby voluntarily elect to participate in such event(s), knowing that conditions may be hazardous or dangerous to me or my child and my property.

### **ACKNOWLEDGMENT OF GOOD HEALTH**

I further acknowledge that I or my child am/is in good physical condition and do not know of any medical, mental or physical condition or other reason that I or my child should not participate in said event(s) or which could interfere with my safety in such event(s), or else I am willing to assume—and bear the cost of—all risks that may be created, directly or indirectly, by any such condition. The University of Florida \_\_\_\_\_ does not require my or my child's participation in said event(s). My or my child's participation in said event(s) is purely voluntary, and I elect to participate, or for my child to participate, in spite of the risks and known or unknown dangers associated with said event(s).

### **CONSENT TO MEDICAL TREATMENT**

During the event(s), I hereby give permission for the event staff, including health care practitioners such as athletic trainers and those under their supervision, to administer appropriate medical attention, including medication, to me or my child in the event of any accident, illness, or injury. In the event of an emergency, 911 will be called and I will be responsible for any and all costs of medical coverage and treatment provided not covered by my or my child's insurance.

**INSURANCE POLICY OR COVERAGE**

I understand that RELEASEES do not provide any type of insurance for participants. I recognize that it is my responsibility, and not the responsibility of RELEASEES, to secure any insurance policy I feel I or my child may need while participating in said event(s). 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 or my child's needs and is effective during the entire period of the event(s).

**PHOTO/VIDEO CONSENT**

I hereby give my permission for RELEASEES to photograph me or my child or otherwise record my or my child's image before, during and after my or my child's participation in said event(s), and to publish such image or depiction (all such photographs, videos, images, or depictions collectively referred to hereafter as the "Photographs") in any form of publication, including but not limited to print, electronic, video or Internet, with or without associating my or my child's name thereto. I further permit RELEASEES to use the Photographs, without my or my child's prior approval, for any legal purpose without payment or compensation to me or my child in any form. I agree that any intellectual property rights associated with such Photographs are the sole property of RELEASEES. I may not revoke the grants of permission and consent, covenants, understandings and agreements contained herein.

**CONSENT TO LIMITED DATA COLLECTION**

I hereby give permission for the University of Florida \_\_\_\_\_ to collect information from me or my child for the limited purpose of Tournament registration and participation. I understand that this information will not be shared with any third-party, unless otherwise required by any third-party platform provider for participation. For additional information on the University's privacy policies, please visit <https://privacy.ufl.edu/privacy-policies-and-procedures/onlineinternet-privacy-statement/>.

**WAIVER OF LIABILITY**

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY OR MY CHILD'S PARTICIPATION IN THE EVENT(S) AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS RELEASEES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEY'S FEES OR DEMANDS OF ANY KIND OR NATURE, WHICH MAY ARISE IN CONNECTION WITH MY OR MY CHILD'S PARTICIPATION IN ANY ACTIVITY RELATED TO THE EVENT(S) AND RESULTING IN ANY ACCIDENTS, INJURIES, DAMAGES, OR PROPERTY LOSSES ARISING THERE FROM, HOWEVER CAUSED, INCLUDING THE NEGLIGENCE OF ANY PARTY, INCLUDING THE RELEASEES, WHETHER PASSIVE OR ACTIVE. By signing this Waiver, I hereby assume FULL RESPONSIBILITY for any risk of bodily injury, death, damages, or property losses due to the negligence of the RELEASEES or otherwise in connection with or related to my or my child's participation in the event(s), and agree that the RELEASEES may NOT be held liable or responsible in ANY way to me or my child as the participant, or my family, heirs, representatives, or assigns.

**RELEASE AND ASSUMPTION OF RISK**

I understand that the terms and conditions contained within this PARTICIPATION CONSENT, RELEASE AND WAIVER OF LIABILITY AGREEMENT (WAIVER) serve as a release and assumption of risk for me or my child as well as my heirs, estates, executors, administrators and assignees. I hereby acknowledge and agree that it is my obligation to make any necessary inquiries regarding possible risks and hazards from my or my child's participation, and regarding my ability, physically or otherwise, to safely participate in the event(s).

**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; or have the signature of a parent or guardian below; (3) I execute this WAIVER for full, adequate and complete consideration fully intending to be bound by the same and intending to bind my heirs, successors, assigns, personal representative and estate; (4) I agree that this WAIVER is to be construed under the laws of the State of Florida, U.S.A. and that venue shall be in 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 event is conducted and that if any portion thereof is held invalid, it is agreed that the remainder of the WAIVER shall continue in full legal force and effect.

I HAVE READ THIS, AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WAIVER HAVE BEEN MADE, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY

SIGNING IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Printed Name

**IF MINOR PARTICIPANT:**

Printed Participant Name: \_\_\_\_\_

Printed Parent or Guardian Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_