**General Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**(Adult)**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

In consideration of **North Florida Community College (“NFCC”)**

Permitting\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Participant”),

to participate in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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I agree as follows:

1. I am physically able to and am prepared for participation in this Activity. I certify that there

are no health-related issues which would preclude my participation in this Activity or prevent me from participating safely.

1. I understand that NFCC does not provide medical coverage as part of its agreement to allow me to participate in the Activity.
2. I fully understand and acknowledge that:

(a) there are risks and dangers associated with participating in the Activity which could result in property damage, bodily injury, medical complications, partial or total disability, and death. These inherent risks and dangers cannot be avoided or eliminated, even if NFCC uses reasonable care;

(b) there are risks and dangers that may be caused by my actions, inactions or **NEGLIGENCE** or the actions, inactions or **NEGLIGENCE** of others, including, but not limited to, the Releasees named below;

(c) there may be other unknown risks or risks that are not reasonably foreseeable at this time;

(d) **I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF PROPERTY DAMAGE, BODILY INJURY, MEDICAL COMPLICATIONS, PARTIAL OR TOTAL DISABILITY, AND DEATH** as a result of my participation in the Activity, whether caused in whole or in part by the **NEGLIGENCE** of the Releasees or otherwise; and

(e) I further acknowledge that my property could be damaged and that I could be harmed and/or killed, because there are certain dangers inherent with participating in the Activity. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the Activity. These risks are not only inherent to participants but are also present for volunteers.

1. I, as well as on behalf of my personal representatives, assigns, executors, heirs and next of kin (“Releasors”), hereby forever **RELEASE, WAIVE, DISCHARGE** and **COVENANT NOT TO SUE** NFCC, its Board of Trustees, officers, employees, agents, attorneys, and insurers (“Releasees”) from and against any and all liability, claims, demands, actions, judgments, damages, expenses, fees, fines, penalties, losses, suits, proceedings, and costs thereof (including attorneys’ fees and court costs), in law or in equity, of any kind and nature, arising out of or relating to my participation in the Activity, caused or alleged to be caused in whole or in part by my **NEGLIGENCE,** the **NEGLIGENCE** of the Releasees, or the **NEGLIGENCE** of other third parties, or in relation to the design, implementation, and facilities used by NFCC as part of the Activity.
2. I further agree to **DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS** the Releasees from and against any and all claims, demands, actions, judgments, damages, expenses, fees, fines, penalties, losses, suits, proceedings, and costs thereof (including attorneys’ fees and court costs), of every nature and character, arising directly or indirectly out my participation in the Activity, including actions arising out of my own negligence.
3. I expressly agree that this **General Release, Waiver of Liability, and Assumption of Risk, and Indemnity Agreement** is intended to be as broad and inclusive as is permitted by Florida Law and that if any portion is held invalid, it is agreed that the remaining balance shall, notwithstanding, continue in full legal force and effect.
4. By signing below, I certify that I have read this **General Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement** and fully understand its terms. **I UNDERSTAND THAT I** **HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW**.

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Participant’s Signature Date Participant’s Name (Printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Witness Name Date

Emergency Contact Information:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone(s) Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_