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

**(MINOR)**

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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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Activity”).

The undersigned parent(s) and/or natural guardian(s) of the Participant agree as follows:

1. I fully acknowledge that NFCC is a non-commercial, public educational institution operating the Activity for non-commercial purposes and that NFCC is not a commercial activity provider.
2. I will instruct the Participant to inspect any facilities and equipment to be used prior to participating in the Activity and, if the Participant believes anything is unsafe, the Participant will immediately notify an NFCC employee of such condition and refuse to continue participation in the Activity.
3. I understand that if I have any medical questions or concerns, I am to consult with the Participant’s doctor.
4. I represent that the Participant is physically able to and is prepared for participation in this Activity. I certify that the Participant does not have any health-related issues which would preclude the Participant’s participation in this Activity or prevent the Participant from participating safely.
5. I understand that NFCC does not provide medical coverage as part of its agreement to allow the Participant to participate in the Activity.
6. I, individually and on behalf of the Participant, 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 the Participant’s 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)the undersigned, on behalf of the Participant, **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF PROPERTY DAMAGE, BODILY INJURY, MEDICAL COMPLICATIONS, PARTIAL OR TOTAL DISABILITY, AND DEATH** as a result of the Participant’s participation in the Activity, whether caused in whole or in part by the **NEGLIGENCE** of the Releasees named below or otherwise; and

(e) the undersigned, on behalf of the Participant, further acknowledge that the Participant’s property could be damaged and that the Participant 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, individually and on behalf of the Participant, as well as on behalf of my/our/the Participant’s 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, related to the inherent risks associated with the Participant’s participation in the Activity or caused or alleged to be caused in whole or in part by the Participant’s **NEGLIGENCE,** the Releasees’ **NEGLIGENCE,** and/or the **NEGLIGENCE** of other participants.
2. I, individually and on behalf of the Participant, further agrees 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 of the Participant’s participation in the Activity, including actions arising out of the Participant’s own negligence. This provision is not intended to require the undersigned to indemnify Releasees for Releasees’ negligence in causing injury to the Participant.
3. I, individually and on behalf of the Participant, 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, individually and on behalf of the Participant, 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 AND THE SUBSTANTIAL RIGHTS OF THE PARTICIPANT 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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Parent/Guardian (Signature) Date Parent/Guardian (Printed) Date

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

Printed Name of Minor Participant Address of Minor Participant

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

Witness Name (Signature) Date Witness Name (Signature) Date

Emergency Contact Information:

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

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

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