Statement of Informed Voluntary Consent and General Release (MINORS)

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you or your child may sustain as a result of participation in the Event below.

References to Florida A&M University (henceforth referred to as FAMU) include Florida A&M University, acting by and through its Board of Trustees, the Florida Board of Governors, the State of Florida, its agents, officers, faculty, staff and employees.

PARTICIPATION AGREEMENT

I, ____________________________________________freely choose and/or voluntarily consent to my participation or the participation of my minor child, (Print Minor(s)’s Name)__________________________________________
in the following event(s): ____________________________________________________________________________
taking place on or about: (start date)_________________________to (end date)__________________________
at (location/address) ___________________________________________________________(henceforth referred to as The Event).

I fully understand that FAMU in no way represents, is not an agent of, and has no responsibility for, any third party, including without limitation any sponsor, that may provide any services including food, lodging, travel, or any services associated with The Event.

I agree that participating in any activity is an acceptance of risk of injury or death and property loss or damage. I acknowledge and agree that it is my obligation to make any necessary inquiries regarding my or my minor child’s ability, physically or otherwise, to safely participate in The Event. I confirm there are no health, physical or psychological conditions that preclude my or my minor child’s participation in The Event. I agree to assume responsibility for the consequences of my and my minor child’s own decisions and actions. I agree to direct my minor child to observe any rules, regulations and practices which may be employed to minimize the risk of harm.

I am also aware that there is certain behavior that is unacceptable and could lead to possible disruption of my or my minor child’s participation in The Event. I assure FAMU that I will or I will direct my child to act in an appropriate manner at all times. Such behavior shall include times when in the company of other participants on The Event. I will not wear, use or do anything that would pose a hazard to myself or others, including using or ingesting any substance which could pose a hazard to myself or others. I agree that if I do not act in accordance with this agreement I may not be permitted to continue to participate in The Event.

INFORMED CONSENT AGREEMENT

I understand that despite precautions taken, accidents and injuries may occur. I also understand that travel and other activities undertaken during The Event may be potentially dangerous and that I may be injured and/or lose or damage personal property as a result of my participation. Therefore, I ASSUME ALL RISKS RELATED TO ALL ACTIVITIES DURING THE EVENT including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not which may occur as a result of participating in an activity or contact physical surroundings or other persons.
- Death, injury or illness including food poisoning arising from the provision of food or beverage by restaurants or other service providers.
- Loss or injury as a result of a crime or criminal act, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
- Theft, damage, destruction or loss of my personal property while in transit or during The Event.
Natural elements (sun, wind, rain, etc.), natural disasters, weather, animal attacks, strikes, wars, hostilities or other disturbances, and alteration or cancellation of The Event due to such causes.

Malfunction or personal misuse of equipment related to the The Event.

I acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, sickness or injury, weather, strikes, or other unforeseen causes. I also acknowledge and understand that in the event my minor child and/or I become detached from The Event group I will bear all responsibility and cost to seek out, contact, and reach The Event group.

I further acknowledge that FAMU has no medical, health or hospitalization insurance to cover me or my minor child in the event of an accident, injury or death and I have been advised to obtain my own or for my minor child, his/her own medical, health or hospitalization insurance. I accept total responsibility for any healthcare and/or transportation expenses.

RELEASE FROM LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in The Event, I agree, to the fullest extent permitted by law, to FOREVER RELEASE and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER RELEASE, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS FAMU from any cause of action, claims, losses, costs or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against FAMU on the account of personal injury, bodily injury, property damage, death, accident or loss of any kind, arising out of or in any way related to my participation in The Event and/or the use of facilities, equipment, or services in association with The Event howsoever the injury or loss is caused, whether by the negligence of FAMU or otherwise.

My signature indicates that I have read, understood, and freely signed this agreement. I further certify that I am at least eighteen (18) years of age and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will and fully intending to be legally bound by the same. This agreement is made in full, adequate and complete consideration of my participation in The Event.

This agreement shall be construed and enforced in accordance with the laws of the State of Florida, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the State of Florida, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Participant name Printed: ________________________________

Signature (if 18 years of age or older): ______________________ Date: ________________

Address: _____________________________________________

Telephone Number (s): _________________________________

Print name of Parent / Guardian (if Participant is under 18 years of age or a dependent child):

Signature: ____________________________________________ Date: ________________

Address (if different from above): ____________________________

Telephone Number (s) (if different from above): ________________