FGCU DEPARTMENT OF CAMPUS RECREATION SPORT CLUB PARTICIPATION

LIABILITY RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE

_____SPORT CLUB

Participant name _____Phone # _____Email _____

I being 18 years of age and a student/faculty or staff member of Florida Gulf Coast University fully understand and appreciate all dangers, hazards, and risks inherent in participating with the above named Sport Club.

Knowing the dangers, hazards, and risks of above Sport Club, and in consideration of being permitted to participate in the Sport Club practices and events and travel, on behalf of myself, my family, heirs, and personal representative(s), I, the undersigned, agree to assume all the risks and responsibilities surrounding my participation in the activity, the transportation to and from, and in any independent research or activities undertaken as an adjunct thereto, and in advance release, waive, forever discharge, and covenant not to sue the Institution, its governing board, officers, agents, employees, and any students acting as employees or volunteers (hereafter called the 'releasees'), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the releasees, or otherwise, while in, on, upon, or in transit to or from the premises where the Sport Club, or any adjunct to the Sport Club, occurs or is being conducted.

I understand and agree that releasees will not have medical personnel available during any Sport Club activity. I understand and agree that releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by releasees shall be subject to the terms of this agreement. I understand and agree that releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I further agree that I am fully responsible for any payments of incurred medical expenses as a result of participating in the activity.

It is my express intent that this release and hold harmless agreement shall bind the members of my family, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant not to sue the above-described releasees. I further agree to save and hold harmless, indemnify, and defend releasees from any claim by me or my family, arising out of my participation in any and all Sport Club activities.

In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that the Institution does not require me to participate in this program/trip, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement . I further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of sickness or injury to me and that releasees shall have no responsibility for the payment of same.

I further agree that this release shall be construed in accordance with the laws of the State of Florida. If any term or provision of this release shall be held illegal, unenforceable, or in conflict with any law governing this release the validity of the remaining portions shall not be affected thereby.

I agree that my signature denotes my affirmation that I will abide by all state, local and federal laws as well as the FGCU Student Code of Conduct.

THIS IS A RELEASE OF LEGAL RIGHTS. READ ABOVE AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

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Participant Signature Date **Parent /Guardian if under 18** Date

Emergency Contact Information

I realize that Sport Club participation, both on and off campus, involves risks. In the event of an emergency, the person/s named below is authorized to act on my behalf in the event that I am incapacitated. In the event the person named below cannot be reached, I authorize Florida Gulf Coast University faculty and/or staff to arrange emergency medical treatment on my behalf.

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Name of Emergency Contact Relationship to Emergency Contact Emergency Contact Phone (2 required)