



**General Participation Acknowledgement
Waiver of Liability and Assumption of Risk
Non-student Minor**

I, as a parent or guardian of _____, (“Child”) provide the following Release in consideration of the opportunity to participate in the University sponsored program or event conducted by the FGCU Foundation, Inc. thru the FGCU Alumni Association called **Homecoming 5K Run/Walk** (“Activity”) and scheduled to take place on February 12, 2022, and located at Florida Gulf Coast University (“University”) the event consists of the following:

5K Run/Walk

I acknowledge that I have thoroughly read and understand the information contained in this General Participation Release (“Release”) pertaining to the Activity and the possible risks associated with my Child’s participation in this Activity.

Behavior: I acknowledge and agree that I have required my Child to act in a mature and responsible manner at all times during the Activity and further acknowledge and agree that I will be held responsible for my Child’s behavior and any damage or injury to the property of the University and its faculty and staff, as well as other participants.

I acknowledge and agree that my Child must observe all federal, state, and local laws and University regulations and policies as well as any behavior requirements of the Activity. I further acknowledge and agree that in the event I have any questions regarding the applicability of the University’s regulations and policies to the Activity, it is my responsibility to make any necessary inquiries to the University. Additionally, I acknowledge and agree that my Child must observe and comply with the specific rules and conditions developed for participation in the Activity.

Safety Participation: I acknowledge that I have made any necessary inquiries or provided the necessary information to the University regarding my Child’s ability, physically or otherwise, to safely participate in the Activity and that, prior to executing this Release, I have been provided the opportunity to inquire and discuss the possible risks and hazards to my Child resulting from their participating in the Activity. Any questions I had regarding my Child’s ability to participate in the Activity have been answered to my satisfaction, and I have received sufficient information to make a sound and voluntary decision for my Child to participate in the Activity.

There are additional risks in participating in an in-person Activity due to the presence of communicable respiratory illnesses in the community. I am aware of these risks and that I have chosen to allow my Child to participate in the Activity.

To address the current COVID-19 outbreak, the University has issued guidelines consistent with federal and state health agency directives regarding health screenings, personal protective equipment, and social distancing to address the presence of communicable respiratory illnesses in the community. The University provides this information on its guidelines at <https://www.fgcu.edu/coronaupdate/>.

I will comply with the University’s guidelines, facility safety policies or precautions, and directions from University faculty and staff to address the health and safety of myself and other participants in the Activity. I understand the risks associated with the presence of communicable respiratory

illnesses in the community and I am assuming those risks with my Child's participation in the Activity.

Photo Release: In exchange for the University allowing my Child to participate in the Activity, I give the University permission to record my Child's participation and appearance in the Activity in digital or electronic recordings, videotape, audiotape, film, photography, or any other medium and to use my Child's name, likeness, voice, and biographical information in connection with these recordings. The University may make exhibit or distribute all or any part of these recordings for any educational or promotional purpose, which the University deems appropriate. All such recordings shall remain the University's property.

Waiver of Liability and Assumption of Risks ("Waiver") In exchange for the University allowing my Child to participate in the Activity, I hereby assume all risks of my Child's participation in the Activity. Risks include, but are not limited to, transportation risks, risks of participation in the various components of the Activity, and all risks related to any physical or other condition from which my Child might suffer. I acknowledge that the University does **not** provide personal accident/health insurance or medical personnel, and I assume personal and financial responsibility for any medical care and treatment my Child may require as a result of participating in the Activity.

In exchange for the University allowing my Child to participate in the Activity and having reviewed and agreed to all acknowledgements listed in this Release and Waiver, I, on behalf of my Child, and his or her family, heirs, beneficiaries, and personal representatives, agree to assume all the risks and responsibilities of my Child participating in the Activity and I release and forever discharge and covenant not to sue the Florida Gulf Coast University Board of Trustees, Florida Gulf Coast University and their officers, agents, employees, and representatives ("Releasees") from and against any and all liability for any and all claims, demands, actions, causes of action of whatever kind or nature, costs and expenses of any nature, including attorneys' fees ("Claims") that I may have or that may hereafter accrue to me or my Child, arising out of or related to any harm, loss, damage, or injury including, but not limited to suffering, death, or property loss that may be sustained by my Child, whether caused by their action, or the negligence of the Releasees or the action of third parties in connection with the Activity. I also agree not to sue Releasees in connection with any such harm, loss, damage, or injury. I agree to indemnify and hold Releasees harmless from any against all claims asserted against any of the Releasees by any entity based upon my Child's participation in the Activity.

I acknowledge and agree that should any provision or aspect of this Release and Waiver be found to be unenforceable, all remaining provisions of this Release and Waiver will remain in full force and effect. Further, I acknowledge and agree that this Release and Waiver shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceeding concerning this Release and Waiver shall be in Fort Myers, Lee County, Florida.

I have read, understand, and acknowledge that through my signature below, I will comply with the information and directions and agree to be bound by the terms contained in this Release and Waiver and I have voluntarily executed the Release and Waiver.

Dated this ____ day of _____, 20__.

Participant Signature

Address

City, State & Zip Code

Telephone Number

Secondary Number