

**RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

I, the undersigned, \_\_\_\_\_, of \_\_\_\_\_ (your address), do agree, and promise the following for and in consideration of my participation in the Team Ropes Adventure Challenge ("TRAC") and all activities related thereto (the "Program") occurring on \_\_\_\_\_, which shall take place at the following location: 3000 N.E. 151<sup>st</sup> Street, North Miami, Florida 33181 on The Florida International University Board of Trustees' ("FIU") Biscayne Bay Campus, in Miami, Florida. I understand and agree that FIU's sole role in this matter is to allow \_\_\_\_\_ (the "CUSTOMER") to use the TRAC for CUSTOMER'S Program as further described and outlined in the accompanying Ropes Course Agreement between FIU and CUSTOMER.

It is expressly understood that by making the TRAC available, FIU, FLORIDA INTERNATIONAL UNIVERSITY, STATE OF FLORIDA, THE FLORIDA BOARD OF GOVERNORS, and their respective officers, directors, employees, representatives, trustees, agents, students and volunteers (collectively the "Releasees") are not entering into any type of joint venture agreement with CUSTOMER, nor are they or any of them acting as an agent of or for CUSTOMER.

My participation in the Program is voluntary because of the learning experiences I will gain. I understand that the Program includes navigating a network of ropes, beams, cables, swings, and/or pulleys some of which may be 25 to 40 feet above the ground, and kayaking, and that the Program is set in out-of-doors surroundings and can also be set on the water. I understand that I choose at which level of physical difficulty to participate. I represent that I have no medical condition that would prevent me from participating in the Program. I represent that I am not under the influence of any alcohol or controlled substance at the time of executing this agreement, and I will not take part in the Program while under the influence of alcohol or any controlled substance.

I acknowledge that in the course of my participation in the Program, I may be exposed to risks, some known and some unknown, which may result in property damage or loss, as well as personal or bodily injury which could be painful, permanently disfiguring, debilitating and even fatal. I voluntarily assume full responsibility for all such risks including, but not limited to, sickness, bad weather, broken bones, partial and/or total paralysis, other ailments that could cause serious disability, drowning, and/or death. I further expressly assume full responsibility for any risk of bodily injury, death, or property damage due to any of the Releasees or otherwise. It is my responsibility to follow the instructions, guidelines and procedures established by FIU.

I acknowledge the risk to have contact with individuals who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions or diseases does exist, and that it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. I knowingly and voluntarily assume all risks related to exposure to COVID-19 or other medical conditions or diseases.

I, for myself, for my heirs, executors, administrators and assigns, hereby release, waive, relinquish, and forever discharge and hold harmless the Releasees from any and all claims, demands, damages, actions and causes of action, including, but not limited to, claims, demands, damages, actions and causes of actions for personal or bodily injury, damage or loss of property, or wrongful death, which I, my heirs, executors, administrators, and/or assigns have or may ever have arising out of, by reason of, or in any manner related to my participation in CUSTOMER'S Program and its related activities on the TRAC, whether the same should arise by reason of negligence of Releasees or anyone organizing or participating in the activity or otherwise or in any way whatsoever or howsoever caused by the negligence of any of the Releasees. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts of or other conduct by Releasees. Further, I hereby agree that under no circumstances will I, for myself, for my heirs, executors, administrators and/or assigns, prosecute or present any claim for personal or bodily injury, damage or loss of property, or wrongful death against any or all of the Releasees. It is my intention by this instrument to exempt and relieve the Releasees from any and all liability arising out of my participation in CUSTOMER'S Program at FIU, including, but not limited to, liability for personal or bodily injury, damage or loss of property, or wrongful death.

I verify that I have health insurance, and acknowledge that Releasees shall have no responsibility for any health care expenses arising out of or resulting from my participation in the Program or otherwise.

If I am a student at FIU, I hereby release FIU from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that I may have from liability for any violation of any personal or proprietary right

I may have in connection with the use of my likeness, voice, or name in any medium, and expressly waive any rights to privacy I may have under the Family Educational Rights and Privacy Act ("FERPA"), §1002.22, Fla. Stat., and/or any other applicable law.

I give FIU authority to (i) record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium and to use my name in connection with these recordings; and (ii) use, reproduce, exhibit or distribute these recordings in whole or in part in perpetuity in any and all media throughout the universe (including, but not limited to, print publications, video tapes, non-theatrical, home video, CD-ROM, internet and any other electronic or other medium presently in existence or invented in the future) for any purpose that FIU, and those acting pursuant to its authority, deem appropriate, including promotional, recruiting, advertising and any commercial or non-commercial use. I understand and agree that all such recordings, in whatever medium, shall remain the property of FIU.

I further expressly agree that this Release, Waiver of Liability and Assumption of Risk is intended to be as broad and as inclusive as the laws of the State of Florida will allow, and that if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding the invalid portion, continue in full force and effect.

I further represent and state that I am not relying on any oral or written representation or statements made by the Releasees. I further agree that this Release, Waiver of Liability and Assumption of Risk shall be governed by and interpreted in accordance with the laws of the State of Florida.

In signing this Release, Waiver of Liability and Assumption of Risk, I acknowledge and represent (i) that I have read and understand it; (ii) that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; (iii) that I am giving up substantial rights by signing it; and (iv) that I am at least eighteen (18) years of age and fully competent. I understand that this is a legal document which is binding on me, my heirs, executors, administrators, and assigns and on those who may claim by or through me.

In the case of a minor participant, the undersigned parent or legal guardian acknowledges that he/she is not only signing this agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the of the terms of this agreement. By signing this agreement, the undersigned parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor may otherwise have, and that all references to "I", "me" and "my" shall include both the undersigned parent or legal guardian and the minor.

**I HAVE READ THE ABOVE RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND, BY SIGNING IT, VOLUNTARILY AGREE TO BE BOUND BY IT, AND AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE THE RELEASEES FROM LIABILITY FOR PERSONAL OR BODILY INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.**

PROGRAM PARTICIPANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

If applicable, Parent or Legal Guardian for  
\_\_\_\_\_

Date: \_\_\_\_\_