

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

On behalf of myself, my heirs, and representatives, in consideration of being permitted to participate in and attend the an event at Saint Leo University campus (hereinafter "Activity"), I hereby agree as follows:

I fully understand the risks and hazards connected with participating in this Activity and agree that it is my responsibility to determine whether I am physically fit to participate in activities at the Wellness Center. I understand that these risks include, but are not limited to, tripping, falling, colliding with objects or other participants, loss of consciousness, head injuries, dizziness, dehydration, lacerations, fainting, serious neck and spinal injuries, complete or partial paralysis, serious injury to all bones, joints, ligaments, muscles, tendons and other aspects of the musculoskeletal system, concussions, drowning and even death. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained, or any loss or damage to property owned by me, which may result, directly or indirectly, from my participation in this Activity, and I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Saint Leo University, its trustees, officers, servants, agents, employees, or volunteers ("University") from any and all liability, claims, demands, actions and causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me while participating in the Activity, on University premises, using Wellness Center equipment or using the Wellness Center facilities, except to the extent such loss, damage, or injury, including death, was caused solely by the negligence of the University.

I fully understand and agree that participation in Activity may be revoked if I fail to follow University rules and policies or disregard the instructions of the University.

I fully understand if I use the swimming pool at the Wellness Center it will be at my own risk. I also understand that a lifeguard may not be present or on duty during my use of the Wellness Center swimming pool. I agree to follow all rules and policies for use of the swimming pool at the Wellness Center.

I grant the University a perpetual, non-exclusive, royalty-free right and license to:

1. Record my participation and appearance on digital and/or film photography, video tape, audio tape or any other medium (collectively, the "Recordings").
2. Use of my name, likeness, voice and biographical material in connection with the Recordings, to be used only in or for University written, electronic, and web publications (collectively, the "Publications").
3. Reproduce, distribute, publicly display and/or publicly perform, in print, electronic or any other mediums, copies of the Recordings, in whole or in part. I represent that I possess all rights necessary to grant this permission for and in connection with the Publications.

This grant of rights is made voluntarily by me. I further agree to release and forever discharge the University, its agents, employees, and designated representatives, from any and all claims in law or equity that I have or shall have arising out of Recordings.

I certify to the University that I have adequate health insurance to cover any medical costs that may arise directly or indirectly from participating in this Activity. I further represent to the University that I have no medical conditions that would prevent or hinder my participation in this Activity.

I fully understand that the University may not have medical personnel present at all times. I hereby grant the University permission to authorize emergency medical treatment for myself, if necessary, and that such action by the University shall be subject to the terms of this agreement. I understand and agree that the University assumes no responsibility for any injury or damage that may arise from medical treatment.

It is my express intent that this Waiver, including the release and waiver of liability, covenant not to sue, and hold harmless provision, shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, personal representative, if I am deceased.

I agree that the laws of the State of Florida shall govern this agreement.

**YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT.
YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.
YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU
DO NOT FULLY UNDERSTAND THIS DOCUMENT.**

Participant's Name (*print*): _____ **Date:** _____

Date of Birth: _____

Participant's Signature: _____

Address: _____

Participant's Email: _____

Participant's Phone Number: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____