

UNIVERSITY OF FLORIDA
DEPARTMENT OF RECREATIONAL SPORTS
LAKE WAUBURG OUTDOOR RECREATION CENTER

PARTICIPANT ACKNOWLEDGEMENT OF RISK, RELEASE, AND AGREEMENT

(For use with climbing and challenge course activities)

In consideration of the services of the **University of Florida, Division of Student Affairs, Student Government, and the Department of Recreational Sports**, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as **DRS**), I hereby agree to release, indemnify, and discharge **DRS**, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. _____(Please Initial) I acknowledge that my participation in challenge course activities entails known and unanticipated risks, including inclement weather, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

DRS programs are based on the "challenge by choice" principle. At any time I and/or my group are free to withdraw from participation in ropes course activities. The risks include, among other things, the potential for: slips, falls and fallings; rope burns; pinches, scrapes, twists' and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases.

2. _____(Please Initial) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. _____(Please Initial) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **DRS** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **DRS** equipment or facilities, including any such claims which allege negligent acts or omissions of **DRS**.

4. _____(Please Initial) Should **DRS** or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. _____(Please Initial) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of –all risks that may be created, directly or indirectly, by any such condition.

6. _____(Please Initial) In the event that I file a lawsuit against **DRS**, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against DRS on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____ U.F. Organization _____

PARENT'S OR GUARDIAN'S CONSENT

(Must be completed for participants under the age of 18)

In consideration of _____(print minor's name) ("Minor") being permitted by **DRS** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **DRS** from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Date _____

Print Name _____