

**RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT
ADULT ON BEHALF OF MINOR
Florida Institute of Technology**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE FLORIDA INSTITUTE OF TECHNOLOGY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE FLORIDA INSTITUTE OF TECHNOLOGY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE FLORIDA INSTITUTE OF TECHNOLOGY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, (print name) _____ for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to my child/children, (print name of child) _____, incidental to, or as a result of, participation in swimming in the pool, including transportation TO AND FROM the said activity. I freely acknowledge the fact that this/these program(s) may have, and/or do involve, physical contact or other conditions or factual circumstances where physical or other injuries, including but not limited to concussion, may occur, and that transportation to and from said event could involve the potential for an automobile, or other, accident. As legal guardian and/or natural parent of the above referenced child/children, I do hereby waive, release and agree to indemnify and hold harmless the Florida Institute of Technology, their officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the Florida Institute of Technology, their agents or employees and sponsors or activity supervisors, arising from my child/children's participation in the said activity. I, as legal guardian and/or natural parent of the above referenced child/children, assume all risk of injury, liability,
Swimming Stroke Camp

and loss arising from my child/children's participation or presence at said activity. I acknowledge that Florida Institute of Technology, will not assume any costs relating to any injury while my child/children are involved in this activity, or from transportation to or from this activity.

This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of Florida Institute of Technology permitting my child/children's participation in the activity or program at issue and in further consideration of the Florida Institute of Technology not requiring self-funded liability insurance coverage on my part as a condition precedent to my child/children's participation in the activity. I, as legal guardian and/or natural parent of the aforesaid child/children, freely and voluntarily assume all risk of loss or injury arising from my child/children's participation in the activity whether due to my negligence, my child/children's negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and indemnification, the Florida Institute of Technology, or other sponsors of the activity would not have offered me, or my child/children, the access to the activity because of unacceptable exposure to civil liability claims and/or lawsuits, or the expense of providing a program that is risk-free. By signing this waiver, I agree to indemnify any and all employees of the Florida Institute of Technology for any and all damages which result from any and all acts or omissions, including negligence, in whole or in part, on the part of any County employee.

I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I, or my child/children, might otherwise be entitled if my child/children are hurt or suffer loss during his/her/their participation in that activity.

**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.**

SIGNED THIS ____ DAY OF _____, 20__.

Signed in the presence of the following witnesses:

Witness Signature

Natural Parent or Legal Guardian Signature

Witness Printed Name

Natural Parent or Legal Guardian Printed Name

Witness Signature

Natural Parent or Legal Guardian Signature

Witness Printed Name

Natural Parent or Legal Guardian Printed Name

CERTIFICATION IF ONLY ONE PARENT / LEGAL GUARDIAN SIGNS

If only one parent / legal guardian is signing this Release and Hold Harmless and Indemnification Agreement, the undersigned parent / legal guardian represents and warrants that either (check one):

_____ both natural parents of the minor child listed above continue to be married to each other; or

_____ the natural parents of the minor child listed above are divorced, and the parent signing this Release and Hold Harmless and Indemnification Agreement has sole or shared parental responsibility for the minor child under the divorce decree; or

_____ the parent is the sole living natural parent and guardian of the child, and a court has not entered an order granting sole parental rights to another person.

The undersigned parent certifies that the immediately preceding representation and warranty is true and correct in all respects for:

Printed Name of Child

EXECUTED this ____ day of _____, 20__

Parent/Natural Guardian Signature

Witness Signature

Parent/Natural Guardian Printed Name

Witness Printed Name

Parent Contact Information (cell/home#)