



**Assumption of Risk, Waiver of Liability, Indemnification and Release  
for Activity at Palm Beach State College**

Palm Beach State College Activity:

I,

want to voluntarily participate in the above referenced Palm Beach State College activity (the “Activity”). I understand and hereby acknowledge that my participation in the Activity is wholly voluntary and is not otherwise required by Palm Beach State College (the “College”), as such, I, in turn agree to the following:

I know and understand the risks, dangers, and hazards associated with the Activity, and I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to assume all risks, dangers, hazards, and responsibilities surrounding my participation in the Activity including loss or damage to me or my property, injury or death. To the maximum extent permitted by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the College and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever, which arise as a result of negligence on the part of the College, for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including, but not limited to, any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney’s fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Activity, including that which may arise as a result of negligence on the part of the College, its employees, agents, officers, trustees or representatives (in their official or individual capacities). In the event that I individually, or my heirs, successors, assigns and personal representatives, file suit in contravention of this agreement, I individually, or my heirs, successors, assigns and personal representatives, and do not prevail in the claim, they must bear all defense costs on behalf of the College, including attorney’s fees.

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the College and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney’s fees, that may result from my negligent or intentional act or omission, which arise out of, occur during, or are in any way connected with my participation in the Activity.



# PALM BEACH STATE COLLEGE

In the event that I become ill or have any type of accident or other emergency situation concerning my health, safety or well-being, I authorize the College to obtain transportation to the nearest physician or hospital for medical treatment, and agree to receive immediate first aid attention when deemed necessary. By doing this, I release and hold harmless the College, its trustees, officers and employees, for any liability whatsoever that may result from negligence, nonfeasance or malfeasance that may arise as a result of the emergency and/or treatment.

I understand and acknowledge that during the Activity, photography and audio and video recording may occur. By participating in the Activity, I consent to the use of my image, voice or likeness for photography, audio and video recording, and its release, publication, exhibition and/or reproduction, without any compensation due to me, for marketing, promotional, advertisement or any other purpose deemed appropriate by the College, through any and all media outlets. Moreover, participating in the Activity, I agree to release the College, its officers, employees and agents from any liability connected with the taking, recording, digitizing or publication and use of any images, sound or video recordings. I also agree to waive any right to inspect or approve any image, sound or video recording taken during this event.

I hereby state that I am an adult over the age of eighteen (18) years or the legal guardian of a participating minor, and that I am mentally competent to make this release. Participants under the age of eighteen (18) must have the signature of a parent or legal guardian on this form. If this document is being executed by a parent or legal guardian, said parent or legal guardian agrees to all the provisions of this document. As the Activity has been explained and demonstrated, I further state that I am physically able to participate in the Activity.

I agree that this document is to be construed and governed under the laws of the State of Florida; and that if any portion hereof is held invalid, the balance hereof shall notwithstanding, continue in full legal force and effect.

MY SIGNATURE INDICATES THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND THAT I AGREE TO EVERYTHING STATED IN IT. FURTHER, NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THE FOREGOING WRITTEN STATEMENT, HAVE BEEN MADE. MY SIGNATURE ALSO INDICATES THAT I AM AWARE OF ANY SPECIAL RISKS, DANGERS, AND HAZARDS INVOLVED IN THE ACTIVITY.

SIGNATURE PAGE FOLLOWS



# PALM BEACH STATE COLLEGE

Student ID (If Applicable) \_\_\_\_\_

Date of Birth \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Signature of Parent or Legal Guardian (if applicable) \_\_\_\_\_

Date \_\_\_\_\_

Emergency Contact Information:

Name \_\_\_\_\_

Relationship to Student \_\_\_\_\_

Telephone No. \_\_\_\_\_