Southeastern University • 1000 Longfellow Boulevard • Lakeland, FL 33801

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

LOCAL TRAVEL • OVERNIGHT TRAVEL • CAMPUS ACTIVITES

1. In consideration for receiving permission to participate in [type of activity] _____ _____ on _____, 20_____ at [description of place, city & state] _____, I hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE Southeastern University of Lakeland, Florida, its Board of Trustees, officers, administrators, servants, agents or employees (hereinafter collectively referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, sickness, or injury, including death, that may be sustained by me or to any property belonging to me WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, while being transported to and from such activity, or while in on or upon the premises where the activity is being conducted.
2. To the best of my knowledge, I understand the risks and hazards involved in the student activity referred to above. I hereby elect to voluntarily participate in this activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY and HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.
5. I agree, understand and acknowledge that this is a continuing agreement, and shall apply to all times in which I use any facility or amenity owned and controlled by the University, or to participate in, or otherwise attend, an activity, which activity takes place in any facility or amenity located on property owned by the University from the date of this Waiver of Liability and Hold Harmless Agreement forward in time. If I ever seek to revoke this Waiver of Liability and Hold Harmless Agreement, my privileges to use facilities owned, controlled or operated by the University shall also automatically revoked.

In SIGNING THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, I ACKNOWLEDGE AND REPRESENT that I have read this form in its entirety, understand it, and sign it voluntarily as my own free act and deed; no oral representations have been made to me; I am at least eighteen (18) years of age and fully competent; and I execute this Waiver of Liability and Hold Harmless Agreement for full, adequate, and complete consideration fully intending to be bound by the same.

_____ _____

Student's Signature **Student's Printed Name**

Student ID: _____ **Date:** _____

WITNESS

_____ _____

Signature of Witness Print, Type, Name of Witness

_____ _____

Parent's or Legal Guardian's signature (if student is under 18 yrs.) **Parent or Legal Guardian's Printed Name**

WITNESS

_____ _____

Signature of Witness Print, Type, Name of Witness