

Florida State University Coastal & Marine Laboratory

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

(rev 02/25/2019)

Waiver: In consideration of being permitted to visit or participate in any way in any activity, including transportation, at the above location, I, the undersigned, having actual knowledge and conscious appreciation of the particular dangers involved in the use of the above-described facilities and/or my participation in the above-described activities, voluntarily agree and assume all risks arising therefrom. I, for myself, my heirs, personal representatives, or assigns do release, waive, discharge, and covenant not to sue the Florida State University Board of Trustees, its officers, employees, and agents for liability and responsibility for any and all claims, losses or demands relating to injury, death, or damages to myself or my property which may result from or arise in the course of my participation in such activity, including the negligence of the Florida State University Board of Trustees, its officers, employees, and agents.

Assumption of Risks: Activities on and near the water and on the North 70 Property are dangerous and involve hazards and risks, including but not limited to:

- Risks related to the water such as drowning, injury from marine and aquatic organisms, or man-made objects in the water
- Risks arising from unaccustomed physical activity and/or the operation of power and/or manual tools
- Risks arising from the use of boating equipment
- Risks arising from being around and learning to use scientific equipment
- Risks arising from being in the dynamic environment of a vessel on the water
- Risks related to the weather, sun exposure, uneven terrain, temperature, lack of hydration, actions of other volunteers and participants, falling branches, encounters with wild animals, insects, reptiles, amphibians and other forces of nature
- Risks related to unexploded ordnance remaining on the property from activities involving earlier military usage

Visitation or participation in activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks can range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in visitation or participation. I hereby assert that my visitation or participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I further agree to indemnify and hold harmless and forever release and discharge the Florida State University Board of Trustees (FSUBOT), the Florida Board of Governors (FBOG), their successors and assigns, their employees and agents from any and all claims and demands for loss, liability, damage, injury and/or costs whatsoever, which the undersigned and their heirs, representatives, executors and administrators, or other persons acting in their behalf, have or may have against the FSUBOT, or FBOG by reason of any accident, illness, injury or death, arising or resulting directly or indirectly from my use of the above-described FSUCML facilities and/or participation in the above-described activities.

In the event of any emergency in which I am unconscious or unable to clearly specify my wishes and desires I specifically give and authorize FSUCML personnel to take whatever measures are necessary to protect my life and safe guard my possessions (boat, craft, equipment), including but not limited to administering emergency medical treatment, contacting Life Flight or an ambulance. I further agree that FSU has no medical insurance coverage for such injury or loss, and I remain solely responsible/liable for any and all costs and expenses incurred by FSUCML when addressing any such emergency and will reimburse FSUCML for all costs and expenses incurred.

I expressly agree that this release, waiver and indemnity is intended to be as broad and inclusive as permitted by Florida law.

Photography Release: I give permission for my/my child's picture to be used in educational, news releases or advertising materials pertaining to the FSUCML.

Acknowledgment of Understanding: I further certify I am of lawful age, that I fully understand and acknowledge I am solely relying wholly on my own judgment, belief and knowledge of the circumstances involved in my use of the FSUCML facilities, and/or participation in the above described activities and have carefully read this document, understand its contents, and voluntarily sign it of my own free will and choice.

Date: _____ Name of class or activity: _____

Printed Name and Signature of Participant: _____/_____

If Participant is under age 18, Printed Name of Parent/Legal Guardian: _____

If Participant is under age 18, Parent/Legal Guardian Signature: _____