



On behalf of myself, my heirs, and representatives, in consideration of being permitted to participate in and attend the Saint Leo University Fitness Center and/or the Pool for recreational purposes (hereinafter "Activity").

I am fully aware of the risks and hazards connected with participating in this Activity and in general participating in physical activities, and agree that it is my responsibility to determine whether my child and/or I are physically fit to participate in activities at the fitness center and/or the pool. I understand that these risks include, but are not limited to, tripping, falling, colliding with objects or other participants, loss of consciousness, head injuries, dizziness, dehydration, lacerations, fainting, serious neck and spinal injuries, complete or partial paralysis, serious injury to all bones, joints, ligaments, muscles, tendons and other aspects of the musculoskeletal system, concussions, drowning and even death. I also acknowledge that the fitness center and the pool of Saint Leo University, including but not limited to the fitness center, pool, pool deck, locker rooms, and surrounding areas, contain inherent risks of injury. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained, or any loss or damage to property owned by myself or family, which may result, directly or indirectly, from myself or my family's participation in this Activity, and I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Saint Leo University, its trustees, officers, servants, agents, employees, or volunteers ("University") from any and all liability, claims, demands, actions and causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by myself or my family or to any property belonging to myself or my family while participating in the Activity, on University premises, using University equipment or using University facilities, unless any such damage or injury is primarily the direct result of negligence or intentional misconduct of Saint Leo University or any of its officers, employees or lawful agents.

I also understand and agree that myself or my family may be sent home or not be allowed to participate in the Activity if my family or I fail to follow University rules and policies, or disregard the instructions of University employees and agents. I also agree to abide by all policies and rules developed by the Recreation and Fitness Center departments at Saint Leo University.

I voluntarily release the University from liability for any action should my child leave Saint Leo University property without the permission or knowledge of University employees or agents.

I grant the perpetual, non-exclusive, royalty-free right and license to:

1. Record myself or my child's participation and appearance on digital or film photography, video tape, audio tape or any other medium collectively, the ("Recordings").
2. Use my or my child's name (or any fictional name), likeness, voice and biographical material in connection with these Recordings, to be used only in or for Saint Leo University written, electronic, and web publications collectively, the ("Purpose").
3. Reproduce, distribute, publicly display and/or publicly perform, in print, electronic or any other mediums, copies of the Recordings, in whole or in part. Grantor represents that he or she possess all rights necessary to grant this permission for and in connection with the Purpose.

This grant of rights is made voluntarily by me and my child. I further agree to release and forever discharge Saint Leo University, its agents, employees, and designated representatives, from any and all claims in law or equity that I or my child have or shall have arising out of Recordings.

I certify to the University that I and/or my family has adequate health insurance to cover any medical costs that may arise directly or indirectly from participating in this Activity. I further represent to the University that my family and/or I have no medical conditions that would prevent or hinder our participation in this Activity.

I understand that the University will not have medical personnel present at the Activity. I hereby grant the University permission to authorize emergency medical treatment for myself and/or my family, if necessary, and that such action by the University shall be subject to the terms of this Agreement. I understand and agree that the University assumes no responsibility for any injury or damage that may arise from medical treatment.

I further agree to indemnify and hold harmless the University from any loss, liability, damage or costs, including court costs and attorney's fees that the University may incur in connection with myself or my family's participation in this Activity unless any such costs or damage is primarily the direct result of negligence or intentional misconduct of Saint Leo University or any of its officers, employees or lawful agents.



It is my express intent that this Agreement, including the release and waiver of liability, covenant not to sue, and hold harmless provision, shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, personal representative, if I am deceased.

I agree that the laws of the State of Florida shall govern this agreement

Date: _____

Participant Name: _____

Participant Signature: _____

Emergency Name and Number: _____

If Participant is under 18 years of age

Parent/Guardian Name: _____

Parent/Guardian Signature: _____