**RELEASE AND WAIVER AGREEMENT**

**(ADULT ON BEHALF OF MINOR)**

**Camp Participation**

**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, for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to my child, incidental to, or as a result of, participation in the camp activity described in the accompanying registration, including transportation TO AND FROM the said activity. I freely acknowledge the fact that this camp may have, and/or will 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 camp activities 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, its trustees, officers, agents, employees, the camp 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, its trustees, officers, agents or employees and , arising from my child’s participation in the said camp. I, as legal guardian and/or natural parent of the above referenced child, assume all risk of injury, liability, and loss arising from my child’s participation or presence at said camp. I acknowledge that Florida Institute of Technology, will not assume any costs relating to any injury while my child is involved in this camp, or from transportation to or from the camp.

 This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of Florida Institute of Technology permitting my child to participate in the camp 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’s participation in the camp. I, as legal guardian and/or natural parent of the aforesaid child, freely and voluntarily assume all risk of loss or injury arising from my child’s participation in the camp whether due to my negligence, my child’s negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and Waiver Agreement, the Florida Institute of Technology, or other sponsors of the camp would not have offered me, or my child the opportunity to participate in the camp because of unacceptable exposure to civil liability claims and/or lawsuits, or the expense of providing a program that is risk-free.

 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 might otherwise be entitled if my child is hurt or suffers loss during his or her participation in that activity.

 Further, I do hereby give Florida Institute of technology, it’s assignees, licensees and legal representatives, the irrevocable right to use my child’s name, picture, portrait or photograph in all forms and media and in all manners, including composite or distorted representations, for advertising, trade or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy that may be created in connection therewith.

**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.**

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