

**PREMISES USE AGREEMENT**

THIS PREMISES USE AGREEMENT (the "Agreement") is made and entered into on the date fully executed below by and between The Florida International University Board of Trustees (together with its affiliates, "FIU") (Attn.: \_\_\_\_\_; email address: \_\_\_\_\_), and \_\_\_\_\_ ("USER"), whose principal business address is \_\_\_\_\_ (Attn.: \_\_\_\_\_; phone: \_\_\_\_\_; email address: \_\_\_\_\_), for the use by USER of certain premises under the control of FIU for the purposes described herein.

**NOTE: For Premises under the control of FIU’s Housing and Residential Life Department (“FIU Housing”), refer to the FIU Housing and Residential Life Addendum for reference to the Use Period and the Use Fee (the “Housing Addendum”), which Housing Addendum, if applicable, is attached hereto and made a part hereof as an Addendum to this Agreement.**

1. **Premises.** Subject to the terms of this Agreement, FIU agrees that USER may use the following space or space and equipment (the “Premises”): \_\_\_\_\_.

2. **Use of Premises.** USER may use the Premises only for the purpose(s) of \_\_\_\_\_ (the “Program”) on the following date(s) during the following time(s) (the “Use Period”):

Date(s): \_\_\_\_\_  
Time: \_\_\_\_\_

**If the Program involves minors, please go to:**  
**<https://fiudit.sharepoint.com/sites/YouthEvents/SitePages/Home.aspx> to register this Program.**

If rehearsal time for the Program is required, it must be scheduled at the time of reservation, and is subject to availability. FIU reserves the right to reassign this reservation to similar facilities if the needs of FIU require such a reassignment. FIU reserves the right to terminate this Agreement and cancel the reservation where inaccurate representation of the Program or incomplete details have been provided. Reservations are not transferable, nor may USER turn over the Premises for use by another customer without the express prior written approval of FIU. USER further understands that it shall have the right of ingress and egress through the halls and corridors of the building(s) where the Premises are located (to the extent applicable), but acquires hereby no other right in any part of the building(s) than the part specified. No USER PARTIES may prohibit FIU staff from accessing the Premises, cover the windows or lock the doors of the Premises prior to, during or after the Program.

3. **Compensation.** USER agrees to pay FIU the sum of \_\_\_\_\_ /100 Dollars (\$ \_\_\_\_\_) (“Use Fee”), plus all applicable Florida sales tax, as follows:

DATE	PERCENTAGE


for the rights granted under this Agreement, whether the Premises are actually used by USER for the full time granted or not. USER agrees to pay the Use Fee in the form of credit card, electronic funds transfer or by check payable to “Florida International University,” which check shall be sent to the attention of \_\_\_\_\_ at the following address:

\_\_\_\_\_. USER

acknowledges and agrees that USER’S failure to make any payments due under this Agreement on the respective due dates shall entitle FIU to cancel the reservation, to permit other customers to use the Premises and to immediately terminate this Agreement, as applicable. FIU will calculate final charges upon completion of USER’s Program and, to the extent applicable, will bill USER for any additional charges not previously paid. Any additional payment shall be submitted to FIU within five (5) business days after USER’s receipt of written notification from FIU. Misrepresentations regarding Program details may result in adjustment of the User Fee. The User Fee is nonrefundable except as otherwise expressly set forth in this Agreement. Rescheduling of the Use Period is only permitted one time, is subject to availability, and a rescheduling fee may apply. If a paper check or E-check is returned by a bank for any reason, (i) a returned check fine based on the total amount of the check will be added to the reservation and (ii) subsequent payments on reservations at FIU must be made by credit card, debit card, money order or cashier’s check. USER will not be able to continue with existing reservations or make new reservations until all amounts owed on returned checks and fines are paid in full.

4. **General Conditions of Use.** USER agrees that USER, its employees, contractors, agents, representatives, invitees, guests, and each of its participants (together, the “USER PARTIES”) shall comply with each of the following terms and conditions during use of the Premises:

a. **Proper Use and Care of the Premises.** USER PARTIES are responsible for the proper use and care of any FIU property, including, but not limited to, the Premises. USER agrees that it will not use tape to affix items to the walls, or drive or permit to be driven, nails, hooks, tacks or screws into any part of the Premises, building or equipment contained therein and will not make nor allow to be made any alterations of any kind to the Premises, building or equipment contained therein. No animals are allowed at any FIU lands occupied or controlled by FIU, including but not limited to any campus (an “FIU Location”), provided however, that (i) service animals, defined as a dog or miniature horse used as an accommodation who is individually trained to do work or perform tasks for the benefit of an individual with a qualifying disability, are permitted, and (ii) emotional support animals, defined as a domesticated animal that may provide physical assistance, emotional support, calming, stability, and other kinds of assistance, but which is not a service animal, are not allowed into public areas of any FIU Location and are only allowed in residence halls with immediate access to outdoor areas. Skateboards, skates, rollerblades, bicycles, hover-boards, and other recreational equipment must be carried while in the Premises. USER will be liable for the repair and/or replacement cost of any FIU property, including, but not limited to, the Premises, which is damaged, destroyed or lost, resulting from Program related activities.

b. **Smoking.** All FIU Locations are smoke-free, and smoking and/or use of any tobacco product is prohibited in all areas of all FIU Locations. USER may not smoke traditional or electronic cigarettes, cigars, or pipes (including hookah or vaping) on any FIU Location, including inside the Premises. USER will be charged for the cost of cleaning or eliminating smoke odors or stains in the Premises.

c. **Restoration of Premises Following the Program.** USER at its expense shall clean-up and restore the Premises immediately after usage to the same condition provided to USER prior to its use of the

Premises. Costs will be assessed to USER for clean-up and restoration by FIU if USER's clean-up/restoration is not satisfactory in FIU's sole and absolute discretion. Any property that is left in, on, or around the Premises following the conclusion of the Program shall be deemed abandoned, FIU may elect not to store same, and any abandoned property may be disposed of at the discretion of FIU

d. "AS IS" Status of the Premises. USER accepts the Premises in "AS IS" condition.

e. Compliance with Laws. USER PARTIES shall abide by all applicable federal, state, and local laws, rules and regulations, including, but not limited to, environmental laws, federal and state rules and regulations regarding political campaigns and elections (to the extent applicable), and FIU policies, procedures, rules and regulations, including those related to parking and signage (collectively, the "Laws"), in performing this Agreement, including, but not limited to, in its use of the Premises. USER understands that FIU regulations, policies and/or procedures can be viewed on FIU's website at <https://reservespace.fiu.edu/policies-procedures/>. Without limiting any other provision herein, FIU may cancel this Agreement at any time if FIU determines, in its sole discretion, that any actions by any of the USER PARTIES constitute a violation of any Laws and FIU shall not be subject to any liability for said cancellation.

f. Promotional Activities. USER agrees to perform its promotional activities related to its use of the Premises in accordance with all applicable Laws and FIU requirements, and in the least intrusive manner so as not to disturb the atmosphere of any FIU Location and the educational activities therein. Marketing of the Program may not begin until the reservation is confirmed and USER has obtained all required permits and approvals. Furthermore, USER represents and warrants to FIU that it has obtained any and all consents, and paid any required compensation, for the use of the name, likeness and image of any persons shown or featured in USER'S promotional materials for the Program or any merchandise or materials sold or distributed for or during the Program. USER hereby indemnifies and holds FIU harmless from and against any and all claims, losses or expenses that may arise in connection with this provision. This Section shall survive the termination of this Agreement.

g. Permits. To the extent applicable, USER must procure, at its own expense, all permits required in connection with the Program, including, but not limited to, permit(s) required by FIU. USER shall ensure that all of its contractors, agents, or other representatives performing work on FIU's Premises are qualified, licensed, and insured in accordance with applicable Laws and FIU requirements, and shall obtain copies of all such required permits and certificates of insurance. Upon FIU's request, USER will provide copies of any such permits, licenses and/or insurance.

h. FIU Services. FIU shall not be responsible for providing any services, equipment, or any other items to USER in connection with its use of the Premises, unless otherwise agreed to by the parties in this Agreement. If a Program requires, or results in, excessive consumption of utilities, the provision of excess utilities shall be determined by FIU in its sole and absolute discretion. USER is responsible for the cost of excessive consumption of utilities.

i. Copyrighted Materials. To the extent applicable, USER, for itself and on behalf of the artist or promoter of the Program, represents and warrants to FIU that all copyrighted or trademarked programming to be presented has been duly licensed or authorized by the owners of all respective intellectual property or their representatives. USER shall obtain, at its own expense, any licenses, and pay any royalties which USER may owe for the sale or distribution of copyrighted or trademarked material at any activities contemplated under this Agreement. USER hereby indemnifies and holds FIU harmless from and against any and all claims, losses or expenses that may arise in connection with this provision. The FIU Libraries offer general guidance on copyright laws, user responsibility and copyright infringement online at <http://library.fiu.edu/copyright>, without any representation or warranty on the part of FIU.

j. Filming.

- (i) USER agrees that no filming or photography of students, faculty, or staff will be done without specific written releases from such persons. To the extent applicable, USER represents and warrants that it has or will obtain all required releases and agrees to indemnify FIU for its failure to obtain the required forms against any resulting claims, damages, and attorney's fees. Without limiting the foregoing, USER further acknowledges, warrants and represents that no FIU student, faculty or staff filmed or photographed, as contemplated herein, shall be filmed or photographed wearing FIU gear or any FIU branding depicting the name, logos, marks, trademarks and/or likeness of FIU unless otherwise authorized in writing by FIU.
- (ii) FIU agrees to provide USER with a limited, non-exclusive license to use the photographic images of the Premises (the "FIU Intellectual Property") solely for the limited purpose of the filming expressly identified under this Agreement, subject to the subsection below and provided that the product of any such filming does not include FIU branding depicting the name, logos, marks, trademarks and/or likeness of FIU (including, but not limited to, any FIU branding depicting the name, logos, marks, trademarks and/or likeness of FIU on any clothing or other gear worn by individuals, if any, or on any other objects filmed as part of the filming contemplated herein). USER agrees that all right, title, and interest in and to the FIU Intellectual Property is and shall remain the sole and exclusive property of FIU and that USER shall acquire no rights therein by reason of this Agreement other than this limited non-exclusive license. USER further agrees that it shall not portray or use the FIU Intellectual Property in a negative, harmful or otherwise inappropriate manner, and will not display or otherwise associate the FIU Intellectual Property with content related to tobacco, alcohol, illegal drugs or sexually explicit material. USER will not sell, display or otherwise use the FIU Intellectual Property in any manner except for the limited purpose stated herein. Additionally, USER acknowledges, agrees and understands that this Agreement does not confer upon USER any rights to use the name, logos, marks and/or likeness of FIU unless otherwise authorized in writing by FIU.
- (iii) USER acknowledges that many of the sculptures or other works of art located throughout FIU Locations are on loan to FIU and understands that FIU does not hold or own any copyrights related thereto. USER agrees to obtain the advance written consent of the individual artist and/or copyright holder prior to filming, taping, recording or photographing any work of art exhibited on any FIU Location. USER agrees to release, indemnify, and hold harmless FIU from and against any third-party claim relating to the unauthorized use, filming, taping, recording or photographing of any work of art located on any FIU Location.

5. Parking at the Premises. FIU reserves the exclusive right to provide and control all parking at FIU Locations required in connection with the Event. FIU may charge a parking fee to Event participants. All parking revenues and all parking rights shall belong to FIU. All USER PARTIES must abide by FIU parking rules and regulations, including those prohibiting parking on the grass or in handicapped spaces without proper authorization. USER recognizes that any special arrangements made for parking for the Program do not constitute a license or grant any permission to violate parking rules and regulations of FIU. USER may not charge any Event participant any parking fees or charges in addition to those charged by FIU for the Event, and the imposition of any such charge or fee by USER shall give FIU the right to cancel the reservation and retain all deposits paid by USER.

6. Food Service. FIU does not provide catering services or personnel to serve food, but has approved caterers for catering services on FIU Locations. USER is required to adhere to FIU's guidance on the use of approved vendors as posted at <https://shop.fiu.edu/dining/catering/preferred>). USER must notify

FIU if it intends to use a caterer, and set-up and break-down times must be scheduled at the time of reservation. The service of food by USER or USER'S food service provider, including use of deep fryers and open flame cooking, if applicable, shall be subject to FIU's prior written approval and any requirements/conditions that may be required by FIU. Self-catering may not be allowed on all premises. For information on food safety, please visit <https://ehs.fiu.edu/resources/index.html>.

Neither USER nor USER'S food service provider may advertise or directly market catering services or serve food or beverage for resale to the FIU community.

If applicable, USER shall comply, and shall cause its food service provider to comply, with all health and safety Laws pertaining to the service of food. USER shall also be responsible for obtaining, or causing its food service provider to obtain, any and all required governmental documentation for same, including, but not limited to, licensing and permitting requirements, to the extent applicable.

7. Alcohol. The possession, service, sale, consumption and distribution of alcohol in any FIU Location, including the Premises, is strictly governed by all appropriate state and federal laws, local county ordinances, and FIU's regulation regarding alcoholic beverages. Alcohol in any FIU Location is subject to FIU's prior approval in its sole and absolute discretion. USER must disclose the desire to bring alcohol to the Premises at the time of reservation (and USER acknowledges that any Program booked less than two weeks prior to the scheduled date might not receive timely approval to bring alcohol to the Premises) and must file a valid copy of the occupational license and required liability insurance with FIU. Any USER that has received approval to serve alcoholic beverages is recommended to use FIU's food service contractor. Food items and non-alcoholic beverages must be made available at the time of alcohol service. Alcohol must be served by a licensed bartender. Alcohol service must end one hour prior to the scheduled end of the Program. Alcoholic beverages may not be used in Program marketing, as prizes or awards. Responsible consumption of alcohol shall be encouraged, and publicity of a Program may not make reference to the availability of alcoholic beverages. Social events that encourage drinking, drinking contests, or alcoholic intoxication, and the advertisement of any such events are strictly prohibited. No individual under the legal drinking age (minimum of 21 years of age) may possess, serve, sell, consume or distribute alcohol on any FIU Location, and no individual on any FIU Location may serve or otherwise provide alcohol, for consumption, to individuals under the legal drinking age of 21 years. The foregoing is not an exhaustive list of requirements; please refer to FIU Regulation 2505 regarding alcoholic beverages at <http://regulations.fiu.edu> for additional terms and conditions, which are incorporated as if fully set forth herein. For information on how to obtain FIU's prior approval, please visit <https://reservespace.fiu.edu/terms-conditions/> and please refer to the Application for Service, Sale or Consumption of Alcoholic Beverages.

8. Safety and Security.

a. Risk Review. FIU reserves the right to require safety and security measures for the Program at the sole cost and expense of USER.

b. Security. USER is solely responsible for the security of all property, equipment, materials, and any other items that it or any USER PARTIES bring onto the Premises. USER shall also be solely responsible for the security of all USER PARTIES on the Premises. FIU reserves the right, due to the nature or extent of USER's activities, to require USER to hire off-duty FIU police officers, at USER's sole cost and expense, to ensure the orderly flow of pedestrians and traffic around the Premises and for public safety. In the event that USER desires special security services or measures, the provisions of such services or measures shall be determined between USER and the FIU Police Department and other FIU officials as deemed necessary by FIU in its sole and absolute discretion. USER is responsible for the costs of such special security. USER further agrees to evacuate the Premises promptly upon hearing a fire alarm and/or upon notice given by FIU in the event FIU deems it necessary for the protection and safety of the public. Without limiting any other obligation of USER under this Agreement, USER shall, and shall cause the

USER PARTIES to, strictly abide with FIU's policy regarding firearms and dangerous weapons, available at <https://policies.fiu.edu/files/32.pdf>.

c. Hazardous Materials/Activities. In no event shall USER use or bring any hazardous materials, as defined by applicable Laws, on the Premises. Any Program contemplating the use of fireworks, blank-shots and similar types of pyrotechnic materials, capable of ignition in an FIU Location must be coordinated with the Department of Environmental Health & Safety, FIU's Police Department, and a valid permit issued by the local fire department is required. For more guidance on fireworks, see FIU's policy at <http://ehs.fiu.edu/Programs/General%20Safety/Pages/Policies.aspx>. USER agrees that there will be no dangerous or hazardous activities undertaken in or about the Premises, unless otherwise expressly permitted in writing by FIU.

9. **Insurance**. Check, as applicable:

\_\_\_\_ **Private Entity(s)**: USER shall provide FIU with proof of insurance sufficient to cover the operations and activities to be carried out on the Premises as set forth below. Throughout the Use Period, USER shall maintain, at its sole expense, the following minimum insurance coverage: (i) commercial general liability insurance with minimum limits of \$1,000,000.00 per occurrence (including "damage to rented premises" with a minimum limit of \$500,000.00 each occurrence), (ii) workers compensation insurance as required by all applicable workers compensation laws and employer's liability insurance with minimum limits of \$1,000,000.00 each accident/disease-each employee & policy limit, for its protection and the protection of FIU, and, only if applicable, (iii) liquor liability insurance with minimum limits of \$1,000,000.00 per occurrence in the event USER intends to serve and/or sell alcohol on the Premises. USER may purchase the required insurance from FIU at the terms and rates then in effect from time to time. **The certificate shall indicate that the policy carries an endorsement (no more restrictive than ISO Form CG 20 10) which names Florida International University, The State of Florida, The Florida International University Board of Trustees, The Florida Board of Governors, and their respective trustees, directors, officers, agents, and employees as additional insureds.** USER's policy shall be primary and shall be issued in a form acceptable to FIU. USER's commercial general liability insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard commercial general liability coverage form (ISO form CG 00 01). Any insurance carried by FIU shall be non-contributing. The certificate shall contain a statement that the policy shall not be allowed to lapse or be canceled without notification to FIU at least thirty (30) days prior to the effective date of cancellation. USER shall furnish to FIU proof of coverage no less than seven (7) days prior to the commencement of the Use Period.

Unless previously authorized by FIU, the policies required above shall be issued on a "first dollar" basis with no deductible or self-insured retention. In the event any of the policies are subject to a deductible or self-insured retention, it is the sole responsibility of USER to pay such deductible or self-insured retention. FIU, upon request, reserves the right to obtain a copy of the policies required above at any time prior to, during and after the Use Period. The absence of a demand for any type of insurance certificates or policy shall not be construed as a waiver of USER obligations to carry and maintain the appropriate insurances at limits that are appropriate to the liability exposure associated with the Agreement, and to ensure that its agents/subcontractors maintain appropriate insurance at all times. USER shall assume all risk and responsibility for the actions of its contractors/subcontractors/agents/representatives on the Premises. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover USER liability.

\_\_\_\_ **Public Entity(s)**: USER shall be a self-insured entity with a general and automobile liability risk management program, including the administration of general and automobile liability claims, settlement of claims, a loss control program and trust fund pursuant to Florida law. USER agrees to maintain in full

force and effect and throughout the Use Period, at USER's sole cost and expense, the insurance program pursuant to Florida law. USER shall provide FIU with proof of self-insurance no less than five (5) days prior to the commencement of the Use Period.

To the extent applicable, USER shall ensure that its vendors/contractors/subcontractors/agents/representatives maintain, at the contractors/subcontractors/agents/representatives' sole expense, the following minimum insurance coverage: (i) commercial general liability insurance (on an occurrence form) which includes coverage for bodily injury, property damage, personal injury, products/completed operations, and contractual liability with minimum limits of \$1,000,000.00 per occurrence; and (ii) workers compensation insurance at the statutory limits and employer's liability of \$1,000,000.00 each accident/disease-each employee & policy limit, for its protection and the protection of FIU, and (iii) if applicable, liquor liability insurance with minimum limits of \$1,000,000.00 per occurrence. The general liability insurance certificate shall indicate that the policy carries an endorsement (no more restrictive than CG 20 10) which names the Florida International University, The State of Florida, The Florida International University Board of Trustees, The Florida Board of Governors, and their respective trustees, directors, officers, agents and employees as additional insureds. The vendors/contractors/subcontractors/agents/representatives' policy shall be primary and shall be issued in a form acceptable to FIU. Any insurance carried by FIU shall be noncontributing. The certificate shall contain a statement that the policy shall not be allowed to lapse or be canceled without notification to FIU at least thirty (30) days prior to the effective date of cancellation. USER shall assume all risk and responsibility for the actions of its vendors/contractors/subcontractors/agents/representatives on the Premises. FIU, upon request, reserves the right to obtain a copy of the policies required above at any time prior to, during and after the Use Period.

10. **Indemnification.** USER shall indemnify, defend and hold harmless the State of Florida, the State of Florida Board of Trustees of the Internal Improvement Trust Fund, The Florida International University Board of Trustees, The Florida Board of Governors, and their respective trustees, directors, officers, agents, employees, contractors, and other representatives (collectively "Indemnitees") from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses (including death), liabilities, judgments, and expenses (including, without limitation, attorneys' fees and court costs at all tribunal levels) arising directly or indirectly from: (a) the use or occupancy of the Premises by USER or any person claiming under USER; (b) any activity, work, or thing done or permitted by USER in the Premises; (c) any acts, omissions, or negligence of USER or any person claiming under USER or and/or any of the other USER PARTIES or any such person; (d) any breach, violation, or nonperformance by USER or any person claiming under USER or the USER PARTIES or any such person of any term, covenant, or provision of this Agreement or any law, ordinance, or governmental requirement of any kind; (e) any injury or damage to the person, property, or business of USER, the USER PARTIES, and/or any other person entering upon the Premises under the express or implied invitation of USER; and/or (f) any, claims losses, or expenses that arise in connection with the cancellation of the Program due to force majeure events or otherwise.

Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Indemnitees as are provided for by law. Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

USER expressly waives any and all claims of whatever nature, for any and all loss or damage sustained for any cause whatever, prior, during or subsequent to the Use Period, by reason of any defect, deficiency, failure or impairment of the Premises, including, but not limited to, the water supply system, air conditioning system, heating system, wires leading to or inside the Premises, gas, electric or telephone systems, or from any source whatsoever. FIU is not liable or responsible for any financial loss incurred by USER due to unforeseen, extenuating or reasonably uncontrollable events, which cause failure of any or all of the facilities to operate or

function prior, during or subsequent to the Use Period. This Section shall survive the termination of this Agreement.

11. **Default.** If either party fails to comply with any material term or condition of this Agreement and/or fails to perform any of its obligations hereunder, then that party shall be in default. Upon the occurrence of a default hereunder which is not cured within seven (7) days after receipt of notice of default either in writing or via e-mail, the non-defaulting party, in addition to all remedies available to it by law, may immediately, upon notice to the defaulting party in writing or via e-mail, terminate this Agreement. If USER is the defaulting party, all deposits, payments, advances, or other compensation paid by USER to FIU shall be forfeited and become the property of FIU. Notwithstanding any provision herein to the contrary, USER's failure to make any payments due under this Agreement by the respective due dates shall be considered a material breach entitling FIU to immediately terminate this Agreement in its discretion, without any notice or opportunity to cure said default. In no event shall FIU be liable to USER for any consequential, incidental, special and/or indirect damages or losses (in contract or tort), including, but not limited to, any lost revenues or savings in connection with this Agreement and/or any breach and/or default by FIU hereunder.

12. **Termination.** FIU shall have the right to terminate this Agreement for any reason whatsoever, in FIU's sole and absolute discretion, upon providing USER with prior written notice (and FIU will endeavor to provide thirty (30) days prior written notice of termination) (an "FIU Discretionary Termination"). In the event of an FIU Discretionary Termination, provided that USER is not in default hereunder as set forth in Section 11 above, FIU shall reimburse USER for any payments previously paid by USER to FIU. Additionally, this Agreement may be unilaterally canceled by FIU for refusal by USER to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes (Florida's Public Records law), and made or received by USER in conjunction with this Agreement. Without limiting the foregoing, if USER willfully and/or repeatedly breaches the terms and conditions of this Agreement, in addition to FIU's rights under Sections 11 and 12 of this Agreement, FIU reserves the right in its sole and absolute discretion to cancel any other existing reservations and to deny subsequent reservation requests. FIU shall have no liability to USER for any such cancellation or termination of the Agreement or otherwise.

13. **ADA/Non-Discrimination.** USER understands that FIU, in providing the Premises, does not act as the presenter or promoter of the Program. USER shall be solely responsible for ensuring that any special assistive or other accommodations are provided for its disabled guests, invitees and employees of the Program, such as the provision of interpreters, attendants, and the like. In no event shall FIU be required to incur any costs or expenses needed to adapt the Premises for the intended use of the Program. USER agrees to indemnify and hold FIU harmless from and against any and all liability, fines, suits, claims, demands and actions, costs, attorneys' fees and expenses of any kind or nature whatsoever for any damages incurred, whether economic, punitive, compensatory or otherwise which may arise in connection with (i) USER's failure to reasonably accommodate any disabled individual who is a guest, invitee, or employee at its Program on the Premises and from and against any orders, judgments or decrees which may be entered pursuant thereto and/or (ii) USER changing the layout of the Premises, which layout as provided by FIU is in compliance with applicable Laws regarding the needs of people with disabilities, and not restoring said compliant layout to the same condition after termination of the Event. Further, USER represents and warrants to FIU that USER does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with USER's use of the Premises or presentation of the Program on account of race, color, sex, religion, age, handicap or marital status. USER further covenants that no individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, sexual orientation, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination in connection with the use of the Premises under this Agreement.



#### 14. Miscellaneous.

a. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld by the other party in its sole discretion.

b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

c. Severability. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of this Agreement shall remain valid and enforceable.

d. Governing Law/Venue. This Agreement is governed by the laws of State of Florida. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in Miami-Dade County, Florida.

e. Waiver. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

f. Survival. Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and continue to be effective and enforceable.

g. Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties related to the subject matter hereof and supersedes any prior understandings. This Agreement may be amended only by written amendments duly executed by the parties.

h. Counterparts/Facsimile & Electronic Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible under Florida law, a facsimile/electronic (e.g. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Agreement.

i. Force Majeure. FIU does not guarantee the uninterrupted use of facilities (including the Premises) in the event that the use of facilities is suspended or delayed by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, lack or failure of sources of supply or labor, interruption of utilities, fuel supply, acts of God or of the public enemy, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Service, riots, interferences by civil or military authorities in compliance with the laws of the United States of America or the laws, orders, rules and regulations of any governmental authority, or by reason of any other cause beyond FIU's control, or for emergency inspection, cleaning, repairs, replacements, alterations or renewals which are, in FIU's reasonable judgment, necessary to be made.

j. Taxes. USER acknowledges sole responsibility for the payment of all applicable federal, state, and local taxes and fees of whatever nature that are associated with the use of the Premises.

k. Third Party Beneficiaries. Except as specifically set forth herein, this Agreement does not and is not intended to confer any rights or remedies upon any person other than FIU and USER.

l. Employment or Use of FIU Students in connection with Proposed Use of Premises. USER must obtain FIU's written approval prior to using or employing any FIU student in connection with USER's use of the Premises, if applicable.

m. FIU Logo/Marks. This Agreement does not confer upon USER any rights to use the name, logos, marks and/or likeness of FIU. USER must obtain FIU's written permission prior to using the name, logos, marks and/or likeness of FIU from the Division of External Relations. For more information on the use of FIU's logo/marks, refer to <http://www.fiu.edu/brand>.

n. No Joint Venture. FIU's sole role in this matter is to authorize USER to use the Premises for the purposes provided herein. This is not a joint venture between FIU and USER. USER shall be solely responsible for conducting its Program and for supervising the USER PARTIES at all times.

o. Independent Contractor. USER is an independent contractor, and neither USER nor any USER PARTIES shall be considered FIU employees, contractors, agents or representatives.

p. Authorization. Each of the parties represents and warrants that (1) the persons executing this Agreement are duly authorized by their respective entities to execute a binding agreement; and (2) this Agreement is the valid and binding agreement of such party, enforceable in accordance with its terms.

q. Conflict of Interest. USER represents that it has no employee who has, or whose relative has, a relationship with FIU, in a manner that will violate the Code of Ethics for Public Officers and Employees, including, but not limited to, Florida Statute, Sections 112.313(3) and (7), and Florida Statute, Section 112.3185(6), thereof, by reason of USER entering into this Agreement.

r. Radon Gas Disclosure. RADON Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

s. Availability of Funds. FIU's performance and obligation to pay under this Agreement, to the extent applicable, is contingent upon an annual appropriation by the Florida Legislature.

t. Notice. Whenever this Agreement requires or permits any notice by one party to the other, such notice shall be written and sent (i) to the address set forth in Section 3 if such notice is operational in nature or (ii) to Office of General Counsel, 11200 S.W. 8<sup>th</sup> Street, PC 511, Miami, Florida 33199 if such notice is legal in nature, as applicable, by any of the following means: (a) commercial overnight or next business day guaranteed courier service, (b) certified United States Mail, return receipt requested, (c) hand delivery, or (d) via email transmission with confirmed receipt (to the email address set forth in the first page if the notice is operational in nature or to [generalc@fiu.edu](mailto:generalc@fiu.edu) if the notice is legal in nature). Notices shall be deemed received upon delivery by commercial overnight or courier service or hand delivery, refusal of delivery, 5 business days after being deposited in the United States mail, return receipt requested, or confirmation of receipt of an email transmission, as applicable.

15. [CHECK IF APPLICABLE OR IF NOT, ENTER N/A \_\_\_\_\_] **Additional Requirements for Minor Participants**. As a condition of having the Program at FIU and using the Premises, USER agrees to comply with the following additional requirements as it relates to minor participants (i.e., those who are under the age of 18 years) under its supervision while on the Premises:

a. **Criminal Background Checks Requirement**. USER agrees that it will ensure that a Level II criminal background check pursuant to Florida Statutes, Section 435.04, has been conducted for all of its employees, agents, representatives, and/or volunteers who will be interacting or may interact with the minor children. USER further agrees that it will not allow anyone convicted of a sexual offense to be employed or

volunteer in any capacity for this Program. USER represents and warrants that all the USER's employees, agents, representatives, and/or volunteers involved in the Program have undergone the requisite screenings described in this paragraph or will be screened prior to the start of the Program and USER indemnifies and holds FIU harmless from and against any and all claims, losses or expenses that may arise in connection with the foregoing.

b. **Medical Insurance.** USER agrees to obtain proof of valid and current medical insurance coverage on behalf of every minor participant prior to the start of the Program. USER represents and warrants that it will obtain such insurance required coverage prior to the start of the Program.

c. **Medical Authorization.** USER agrees to obtain a signed Medical Authorization in a form the same or substantially the same as the Addendum attached hereto and made a part hereof, on behalf of every minor participant. USER represents and warrants that it has or will obtain a signed Medical Authorization on behalf of each minor participant before the start of the Program. USER agrees to provide FIU with fully executed Medical Authorization forms within a reasonable time when requested by FIU. USER indemnifies FIU and agrees to be responsible for any costs that FIU may incur for medical treatment sustained during the Program if USER fails to obtain a valid Medical Authorization form.

d. **Release, Waiver of Liability and Assumption of Risk Forms for Minor Participants.** USER agrees to obtain fully executed Release, Waiver of Liability and Assumption of Risk forms releasing FIU from all liability related to minors participating in the Program. The Release, Waiver of Liability and Assumption of Risk form for parents to sign on behalf of minors participating in the Program is attached hereto and made a part hereof as an Addendum to this Agreement. The Release, Waiver of Liability and Assumption of Risk form for minors must be fully executed by their lawful parent(s)/guardian(s). USER represents and warrants that it has or will obtain all required Release, Waiver of Liability and Assumption of Risk forms for minor participants prior to the start of the Program. USER indemnifies FIU for its failure to obtain the required forms against any resulting claims, damages, and attorney's fees.

e. **Safety & Security Procedures.** USER warrants and represents that it has an emergency/crisis response plan appropriate for the Program's operations, that USER has procedures in place for addressing the safety and security of the Program participants (in general and as required of the specifics of its Program), and that USER will ensure that the Program staff/volunteers adhere to the foregoing procedures, including, but not limited to, the following (which does not constitute an exhaustive list):

- i. Having activities planned for Program participants be age and developmentally appropriate;
- ii. If the Program is a sport camp of any type, clinic, and/or tournament, obtaining the prior written approval from the FIU Director of the Athletics Compliance Office (ACO). In order to obtain approval from the ACO, USER agrees to meet the following conditions:
  - a. An ACO Program Brochure Form must be submitted to and approved by the ACO prior to any Program brochure being printed and/or distributed;
  - b. An ACO Program Advertisement Approval Form must be submitted to and approved by the ACO prior to any advertisement of the Program; and
  - c. An ACO Athletics Compliance Audit must be completed for each Program and must be submitted to the ACO no later than ten (10) business days after completion of the Program.
- iii. Ensuring that the Program participants will not be exposed to any hazardous materials or conditions;
- iv. Having protocols to avoid or to address any potential food allergy issues;
- v. Providing reasonable medical care and attention appropriate to the ages of the Program participants, the physical activity in which the Program participants are engaged, and the physical environment in which the activity occurs (e.g., addressing heat strokes, concussions);

- vi. Having a plan for transporting injured Program participants to the nearest hospital or other appropriate medical facility in the event of a medical emergency;
- vii. Having the appropriate number of staff/volunteers to Program participant ratio to ensure the safety of the Program participants based on the Program requirements (see the American Camp Association for suggested staff-to-minor participant ratios: <http://www.acacamps.org/resource-library/accreditation-standards/aca-standards-relate-staff-screening-supervision-training>);
- viii. Ensuring that, at no time during the Program, will USER permit the staff/volunteers to be alone with a single Program participant where the staff/volunteers cannot be observed by others;
- ix. Ensuring that Program participants will not be left unsupervised, including during the time of drop off or pick up for the Program;
- x. Ensuring that, under no circumstances, will the staff/volunteers release Program participants to anyone other than the authorized parent, guardian or other adult authorized by the parent or guardian;
- xi. Ensuring that the staff/volunteers shall not abuse or mistreat Program participants in any way, including, but not limited to, physical abuse (e.g., striking, spanking, shaking, slapping); verbal abuse (e.g., humiliating, degrading, threatening); sexual abuse (e.g., touching or speaking inappropriately or showing Program participants inappropriate materials); mental abuse (e.g., shaming, withholding kindness, being cruel, belittling); and/or neglect (e.g., withholding food, water, or basic care);
- xii. Having a process and procedure to deal with potential bullying and hazing issues;
- xiii. Ensuring that the staff/volunteers engage only in appropriate touching necessary for the Program activities and relative to the Program participants' ages;
- xiv. Ensuring that the staff/volunteers have appropriate protocols in place for bathroom usage (e.g., making sure that a restroom is not occupied by suspicious or unknown individuals before allowing Program participants to use the facilities; with respect to younger Program participants, sending Program participants in threes and, whenever possible, with at least two staff/volunteers of the same gender);
- xv. Having an evacuation plan in the event of an emergency, such as inclement weather, fire, etc.;
- xvi. Ensuring that all dive, boat and/or other water sport-related activities that take place in the ocean and/or other large bodies of water are reviewed, approved and supervised by the FIU Dive and Boat Safety Team;
- xvii. Refraining from taking photographs and/or videos of the Program participants (including through the use of cell phones) and/or from posting any photographs and/or videos on social media without prior written approval from the Program participant's lawful parent/guardian; and
- xviii. Ensuring that the staff/volunteers adhere to the Florida mandatory child abuse reporting requirements as set forth in Florida Statutes Section 39.201 and are familiar with the definitions of abuse as set forth in Florida Statutes.

16. [CHECK IF APPLICABLE OR IF NOT, ENTER N/A \_\_\_\_] **Additional Rules and Regulations.** In addition to USER's obligations and covenants set forth herein, in the use of the Premises, USER, its employees, contractors, agents, representatives, invitees and each of its participants shall abide by the rules and regulations attached hereto and made a hereof as an Addendum to this Agreement (the "Additional Rules & Regulations"). USER acknowledges that FIU shall have the right to modify, add to, and amend the Additional Rules & Regulations and USER its employees, contractors, agents, representatives, invitees, and each of its participants agree to comply and abide by any and all such modifications, additions, and amendments. USER understand and acknowledges that this Agreement conveys the right to use the Premises solely on the terms outlined in this Agreement and in the Additional Rules & Regulations, to the extent applicable. In the event of a conflict between the terms of this Agreement and the Additional Rules & Regulations, this Agreement shall govern. **NOTE: For Premises under the**

**control of FIU Housing, the Housing Addendum shall be considered, for purposes herein, the Additional Rules & Regulations as it relates to FIU Housing.**

17. **Exclusives.** FIU has certain exclusive relationships with third parties which may affect use of the Premises, including: (1) Pepsi as FIU's exclusive beverage provider of carbonated and non-carbonated soft drinks, fruit juices and drinks, sports drinks, protein drinks, energy drinks, coconut-water based drinks, milk-based drinks, pre-packaged protein drinks, ready-to-drink tea and coffee products, packaged water, enhanced water, and flavored water; (2) Barnes & Noble as FIU's exclusive seller on-campus of items typically sold in college bookstores, such as books, educational supplies, stationery, desk accessories; and (3) Herff Jones as FIU's exclusive supplier of FIU class rings and commencement merchandise. Accordingly, no USER PARTY may sell, promote or market any items which may conflict with these exclusive relationships. Additionally, USER may not provide those excluded services outlined in **Exhibit A** attached hereto and herein incorporated. Any use of the Premises in contradiction of these terms shall be prohibited and may be cause for FIU's termination of this Agreement and/or removal of those items in violation of these terms, as determined by FIU in its sole and absolute discretion.

18. **Unmanned Aircraft Operations.** If USER intends to use any unmanned aircraft system ("UAS") in connection with the Event, USER shall abide by the following provisions:

a. USER shall comply with each of the following terms and conditions related to utilizing a UAS on FIU property: (a) the UAS must be registered with the Federal Aviation Administration ("FAA"); (b) **all operations of UAS must comply at all times with all local, state and federal laws and regulations, including, without limitation, the FAA's Small UAS Rule (Part 107), and USER is solely responsible to ensure compliance with all relevant laws and regulations;** (c) prior to the flight(s), USER shall provide evidence that minimum FAA pilot certification requirements have been met; (d) USER shall operate the UAS only on public areas of FIU property and in no other areas without the prior written consent of FIU, which consent may be withheld in FIU's sole discretion; (e) USER is responsible for, and shall obtain at its sole expense prior to the flight(s), all authorizations, permits and licenses which are required by local, state and federal laws and regulations for the operation of the UAS, including, without limitation, any prior authorizations that may be required from the FAA; (f) USER is hereby notified that (i) FIU's Modesto Maidique Campus and Engineering School Campus are located less than 5 miles from the Miami International Airport and are entirely within the Class B Surface Area requiring FAA authorization to fly, and (ii) Miami-Dade County ordinances may prohibit ground operations within Miami-Dade County parks; and USER shall be solely responsible for obtaining all applicable authorizations, permits and approvals; (g) USER is responsible for the proper use and care of any FIU property, and USER will be liable for the repair and/or replacement cost of any FIU property which is damaged, destroyed or lost, resulting from USER's operation of the UAS; (h) USER shall provide to FIU a photo of the UAS prior to any flight, and the registration number must appear on the UAS; and (i) USER shall perform the activities in the least intrusive manner so as not to disturb the atmosphere of the FIU location and the educational activities therein (and if any such activities prove intrusive or disruptive, USER shall immediately cease operations until such time that USER can demonstrate to FIU's satisfaction that it can proceed in a manner that is not intrusive or disruptive to FIU).

b. USER shall maintain aviation liability insurance on a UAS policy form ("drone liability insurance") with minimum limits of \$1,000,000 per occurrence. Said policy shall be in accordance with the terms and conditions set forth in Section 9 above.

***[SIGNATURE PAGE FOLLOWS]***

The parties execute this Agreement as of the date written below each signature block and each party executing this Agreement warrants and represents that it is authorized by its respective entity to execute a binding Agreement.

**USER:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FIU:**

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by (Unit/Department):**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Unit/Department: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:  
FIU Office of the General Counsel

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### FIU SALES RESTRICTIONS

USER may not sell (or operate) the following in the Premises:

- Guns, firearms, explosives or related products;
- Alcoholic spirits and/or beverages (excludes beer, malt beverages with an alcohol content of no more than 6.243% by volume or 5% by weight, still wine and sparkling wine);
- Any tobacco or tobacco-related products;
- Pornographic, obscene, or profane materials;
- An adult entertainment bar or club;
- Pari-mutuel betting facility, casino or other gambling operations (excludes state lottery);
- Educational textbooks including new, used rental or e-book formats and related educational supplies, notebooks, stationery, desk accessories, class rings and jewelry;
- Beverage and snack vending machines;
- Food services (*i.e.*, restaurants, coffee shops. etc.) that serve prepared hot and/or cold food;
- Medical services, specifically including but not limited to urgent care medical services, minute clinics and/or physicians;
- Banking services to students, faculty and staff, including but not limited to checking accounts, loans, and related branch banking services;
- Credit cards offers or affiliations to students; and
- Beverages outside of those included in FIU's core list of beverages, as defined in its Pepsi Pouring and Vending Contract.\*

---

\* Pepsi is the exclusive provider of Core Beverages sold, promoted and marketed on FIU campuses. Core Beverages include the following categories: carbonated and non-carbonated soft drinks; 100% shelf-stable fruit juices (e.g., Dole and Ocean Spray) and juice drinks (less than 100% fruit juice); sports drinks, pre-packaged value-added protein drinks (e.g., Muscle Milk); energy drinks; coconut water-based drinks; milk-based drinks which contain less than 50% milk; pre-packaged protein drinks; ready-to-drink tea; ready-to-drink coffee products; packaged water; enhanced water; and flavored water. Note, this exclusivity does not extend to milk, dairy and yogurt drinks, specialty name branded flavored milk (*i.e.*, 2% skimmed, chocolate milk and flavored milk), or hot beverage items (*i.e.*, hot teas, hot coffee, hot soups and specialty flavored hot coffee type offerings).

Pepsi has exclusive marketing rights with regards to the above categories of Core Beverages sold on FIU campuses. Therefore, only Pepsi's Core Beverages may be marketed, promoted, or given away on FIU campuses. Further, only Pepsi is allowed to represent that Pepsi, or any of Pepsi's Core Beverages, is "the beverage sponsor of FIU," "the exclusive drink of FIU," "A proud sponsor of FIU," "the Official drink of FIU," or be permitted by FIU to use any other similar phrase or representation.

**ADDENDUM TO PREMISES USE AGREEMENT**  
**RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK (MINORS)**

**[INCLUDE IF APPLICABLE]**

*[SEE ATTACHED]*



**RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK (MINORS)**

I, the undersigned, am the parent or legal guardian of \_\_\_\_\_, a minor child, younger than 18 years of age, (“My Child”), whose address is \_\_\_\_\_. I acknowledge that My Child has been provided with the opportunity to participate in the following program (the “USER’s Program”): \_\_\_\_\_, occurring on \_\_\_\_\_, which shall take place at the following location: \_\_\_\_\_

on The Florida International University Board of Trustees’ (“FIU”) \_\_\_\_\_ Campus, in Miami, Florida (the “Premises”), I understand and agree that FIU’s sole role in this matter is to allow \_\_\_\_\_ (the “USER”) to use the Premises for USER’s Program as further described and outlined in the accompanying Premises Use Agreement between FIU and USER. I further acknowledge and understand that USER is an independent contractor offering its services without any participation by FIU. It is expressly understood that by making the Premises available, FIU, FLORIDA INTERNATIONAL UNIVERSITY, STATE OF FLORIDA, THE FLORIDA BOARD OF GOVERNORS, and their respective officers, directors, employees, representatives, trustees, agents, students and volunteers (collectively the “Releasees”) are not entering into any type of joint venture agreement with USER, nor are they or any of them acting as an agent of or for USER.

I give FIU authority to (i) record the likeness and voice of My Child on a video, audio, photographic, digital, electronic or any other medium and to use My Child’s name in connection with these recordings; and (ii) use, reproduce, exhibit or distribute these recordings in whole or in part in perpetuity in any and all media throughout the universe (including, but not limited to, print publications, video tapes, non-theatrical, home video, CD-ROM, internet and any other electronic or other medium presently in existence or invented in the future) for any purpose that FIU, and those acting pursuant to its authority, deem appropriate, including promotional, recruiting, advertising and any commercial or non-commercial use. I understand and agree that all such recordings, in whatever medium, shall remain the property of FIU.

I, for myself, for My Child, My Child’s heirs, executors, administrators and assigns, hereby release, waive, relinquish, and forever discharge and hold harmless the Releasees from any and all claims, demands, damages, actions and causes of action, including, but not limited to, claims, demands, damages, actions and causes of actions for personal or bodily injury, damage or loss of property, or wrongful death, which I, My Child, My Child’s heirs, executors, administrators, and/or assigns have or may ever have arising out of, by reason of, or in any manner related to My Child’s participation in USER’s Program and its related activities on FIU’s Premises, whether the same should arise by reason of negligence of Releasees or anyone organizing or participating in the activity or otherwise or in any way whatsoever or howsoever caused by the negligence of any of the Releasees. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts of or other conduct by Releasees. Further, I hereby agree that under no circumstances will I, for myself, for My Child, My Child’s heirs, executors, administrators and/or assigns, prosecute or present any claim for personal or bodily injury, damage or loss of property, or wrongful death against any or all of the Releasees. It is my intention by this instrument to exempt and relieve the Releasees from any and all liability arising out of My Child’s participation in USER’s Program at FIU, including, but not limited to, liability for personal or bodily injury, damage or loss of property, or wrongful death.

If My Child is also a student at FIU, I hereby release FIU from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that I or My Child may have from liability for any violation of any personal or proprietary right I or My Child may have in connection with the use of My Child’s likeness, voice, or name in any medium, and expressly waive any rights to privacy I or My Child may have under the Family Educational Rights and Privacy Act (“FERPA”), §1002.22, Fla. Stat., and/or any other applicable law.

I acknowledge that I am aware of risks and hazards connected with USER's Program and its related activities, including the risk of severe physical injury and other physical hazards, and that there may be risks and hazards unknown to me or My Child. I acknowledge that My Child's participation in USER's Program is purely optional and that My Child is freely and voluntarily participating in the program, despite any such risks and hazards.

I understand that part of the risk involved in undertaking any activity is relative to My Child's own state of fitness. I acknowledge that My Child has no physical condition that would prevent him/her from safely participating in these activities. I give my consent for emergency medical treatment rendered to My Child in the event of injury or illness and agree to be responsible for all costs associated with My Child's transportation and treatment.

I further expressly agree that this Release, Waiver of Liability and Assumption of Risk is intended to be as broad and as inclusive as the laws of the State of Florida will allow, and that if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding the invalid portion, continue in full force and effect.

I further represent and state that I am not relying on any oral or written representation or statements made by the Releasees. I further agree that this Release, Waiver of Liability and Assumption of Risk shall be governed by and interpreted in accordance with the laws of the State of Florida.

In signing this Release, Waiver of Liability and Assumption of Risk, I acknowledge and represent (i) that I have read and understand it; (ii) that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; (iii) that I am giving up substantial rights by signing it; and (iv) that I am at least eighteen (18) years of age and fully competent. I understand that this is a legal document which is binding on me, my heirs, executors, administrators, and assigns and on those who may claim by or through me.

**I HAVE READ THE ABOVE RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND, BY SIGNING IT, VOLUNTARILY AGREE TO BE BOUND BY IT, AND AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE THE RELEASEES FROM LIABILITY FOR PERSONAL OR BODILY INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.**

Parent or Legal Guardian for \_\_\_\_\_ :

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ADDENDUM TO PREMISES USE AGREEMENT**

**MEDICAL AUTHORIZATION**

**[INCLUDE IF APPLICABLE]**

*[SEE ATTACHED]*

**MEDICAL AUTHORIZATION**

**PARENTAL/GUARDIAN CONSENT & AUTHORIZATION**

I, the undersigned, am the parent or legal guardian of \_\_\_\_\_, a minor child, younger than 18 years of age, (“My Child”), whose address is \_\_\_\_\_. I acknowledge that My Child has been provided with the opportunity to participate in the following program (the “USER’s Program”): \_\_\_\_\_, occurring on \_\_\_\_\_, which shall take place at the following location: \_\_\_\_\_ on The Florida International University Board of Trustees’ (“FIU”) \_\_\_\_\_ Campus, in Miami, Florida (the “Premises”). I understand and agree that FIU’s sole role in this matter is to allow \_\_\_\_\_ (the “USER”) to use the Premises for USER’S Program as further described and outlined in the accompanying Premises Use Agreement between FIU and USER.

We/I, the parent(s) or guardian(s) of My Child, do hereby request that FIU, through its agents or employees, take whatever steps necessary to secure medical treatment for My Child in the event My Child appears to be, at the sole discretion of FIU, in need of such treatment while attending USER’S Program. We/I consent to the rendering of all necessary treatment, including, but not limited to, admission to a hospital or other appropriate health care facility, in such institutions and at such places as FIU, in its sole discretion, acting through its agents or employees, deems best. I authorize the agents or employees of FIU to execute whatever forms and/or actions might be necessary to ensure complete and adequate care of My Child and guarantee payment of all charges incurred as a result of any medical treatment or emergency transportation deemed necessary.

If this document is being signed by only one parent, I, the undersigned, affirm that I have been judicially granted sole custody of the participant. If this document is being signed by a guardian(s), I/we, the undersigned, affirm that I/we have been judicially granted legal guardianship of the participant.

In signing this Medical Authorization, we/I acknowledge and represent (i) that we/I have read and understand it; (ii) that we/I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and (iii) that we/I are at least eighteen (18) years of age and fully competent. We/I understand that this is a legal document which is binding on us/me, our/my heirs, executors, administrators, and assigns and on those who may claim by or through us/me.

\_\_\_\_\_  
Parent or Guardian (please print) Parent or Guardian Signature Date

\_\_\_\_\_  
Parent or Guardian (please print) Parent or Guardian Signature Date

\_\_\_\_\_  
Witness (please print) Witness Signature Date

\_\_\_\_\_  
Home, Work and Mobile Phone Number(s) of Parent(s) or Guardian(s)

\_\_\_\_\_  
Address Parent or Guardian

\_\_\_\_\_  
Medical Insurance Company Name

\_\_\_\_\_  
Policy Number/Plan Number

**ADDENDUM TO PREMISES USE AGREEMENT**

**ADDITIONAL RULES & REGULATIONS**

**[INCLUDE IF APPLICABLE]**

*[SEE ATTACHED]*