

RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK (ADULTS)

I acknowledge that I have been provided with the opportunity to participate in _____ on The Florida International University Board of Trustees' ("FIU") _____ Campus, in Miami, Florida, from _____ to _____ (the "USER's Program"). I understand and agree that FIU's sole role in this matter is to allow _____ (the "USER") to use FIU's premises, specifically described as _____ (the "Premises"), for the USER's Program as further described and outlined in the accompanying Premises Use Agreement between FIU and USER. I further acknowledge and understand that the 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 GOVERNERS, 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 the USER, nor are they or any of them acting as an agent of or for the USER.

I give FIU authority to (i) record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium and to use my 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, my heirs, executors, administrators, and assigns hereby release, waive, relinquish, and forever discharge and hold harmless 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 heirs, executors, administrators, and/or assigns may have or may ever have arising out of, by reason of, or in any manner related to my 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 or my 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 the Releasees. It is my intention by this instrument to exempt and relieve the Releasees from any and all liability arising out of my 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 I am 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 may have from liability for any violation of any personal or proprietary right I may have in connection with such use of my likeness, voice, or name in any medium, and expressly waive any rights to privacy I may have under the Family Educational Rights and Privacy Act ("FERPA"), §1002.22, Fla. Stat., and/or any other applicable law.

I am fully aware of risks and hazards associated with my participation in USER's Program on FIU's Premises and I am fully aware that there may be risks and hazards unknown to me. I am fully aware that these risks may include, but not be limited to, property loss or damage and/or illness, injury or accident that

may cause death, paralysis, mental incapacitation or permanent disfigurement. I understand the nature of the USER's Program and its related activities I will be undertaking. I hereby represent and affirm that I am qualified and able to participate in the USER's Program and its related activities. Despite the risks and hazards associated with the USER's Program and its related activities, I wish to proceed, and freely accept and assume all risks and hazards that may rise from my participation. I acknowledge that my participation in the USER's Program and its related activities is purely optional and I am freely and voluntarily participating.

I further hereby agree to defend, indemnify, and hold harmless the Releasees from any judgment, settlement, loss, liability, damage, or costs, including court costs and attorney's fees for both the trial and appellate levels, that Releasees may incur as a proximate result of any negligent or deliberate act or omission on my part during my participation in the USER's Program or its related activities.

I expressly agree that this Release, Waiver of Liability and Assumption of Risk is intended to be as broad and 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.

Event Participant:

Name (Print)

Signature

Date