



General Participation Release Waiver of Liability and Assumption of Risk Student Adult

I, _____, UIN _____, consent to participate in the University sponsored program or event conducted by the **Athletics Department** called **FGCU Gobbler 5K** ("Activity") and scheduled to take place (or begin) on **November 23, 2023** and located at Florida Gulf Coast University ("University") the event consists of the following types of activities:

FGCU Gobbler 5k Road Race

I acknowledge that I have thoroughly read and understand the information contained in this Release pertaining to the Activity and the possible risks associated with my participation in this Activity.

Behavior: I acknowledge and agree that I will act in a mature and responsible manner at all times during the Activity and further acknowledge and agree that I will be held responsible for my behavior and any damage or injury to the property of the University and its faculty and staff, as well as other participants. I acknowledge and agree that I must observe all federal, state, and local laws and University regulations and policies including the Student Code of Conduct, as well as any behavior requirements of the Activity. I further acknowledge and agree that in the event I have any questions regarding the applicability of the University's regulations and policies to the Activity, it is my responsibility to make any necessary inquiries to the University. I acknowledge that I may be temporarily or permanently dismissed from the Activity for my behavior. I understand that I may be referred to the Office of Student Conduct for alleged misconduct. Additionally, I acknowledge and agree that I will observe and comply with the specific rules and conditions developed for participation in the Activity. I will follow the directives of University officials concerning the Activity.

Use of University Property: I acknowledge that the University may provide to me the use of equipment or other University property as part of participation in the Activity. I acknowledge that if the University property that is provided to me is damaged, stolen, or lost that I may be charged for the repair or replacement of the University property. I acknowledge that the University may bill me for the charges related for the repair or replacement of damaged, stolen, or lost University property.

Safety Participation: I acknowledge that I have made any necessary inquiries or provided the necessary information to the University regarding my ability, physically or otherwise, to safely participate in the Activity and that, prior to executing this Release, I have been provided the opportunity to inquire and discuss the possible risks and hazards to myself resulting from participating in the Activity. Any questions I had regarding my ability to participate in the Activity have been answered to my satisfaction, and I have received sufficient information to make a sound and voluntary decision to participate in the Activity.

There are additional risks in participating in an in-person Activity due to the presence of communicable illnesses in the community including risks of exposure to or potential infection or illness resulting from the presence of communicable diseases in the community. I acknowledge that I will comply with the health and safety guidelines presented on the University's website as well as Activity and facility safety policies and precautions. I understand the risks associated with the presence of communicable illnesses in the community and I am assuming those risks with my participation in the Activity.

Photo Release: In exchange for the University allowing me to participate in the Activity, I give the University the right and my permission to record my participation and appearance on digital, or electronic recordings, videotape, audiotape, film, photography or any other medium and to use my name, likeness, voice and biographical information in connection with these recordings. The University may make exhibit or distribute all or any part of these recordings for any educational or promotional purpose, which the University and its employees deem appropriate. All such recordings shall remain be the University's property.

Waiver of Liability and Assumption of Risks:

In exchange for the University planning for, permitting my participating in the Activity, I hereby assume all risks of my participation in the Activity. Risks include, but are not limited to, risks of participation in the various components of the Activity, and all risks related to any physical or other condition from which I might suffer. I acknowledge that the University does **not** provide personal accident/health insurance or medical personnel for myself. I authorize the University staff to perform on site emergency first aid. I authorize University staff to contact local emergency medical care services in the event of a medical emergency. I assume personal and financial responsibility for any medical care and treatment I may require as the result of participating in the Activity. I acknowledge that this Release applies to all medical care and treatment that is provided or obtained by the University as a result of my participation in the Activity.

In exchange for the University allowing me to participate in the Activity and having reviewed and agreed to all acknowledgements listed in this Release and Waiver, I, on behalf of my family, heirs, beneficiaries, and personal representatives agree to assume all the risks and responsibilities of my participating in the Activity. I release and forever discharge and covenant not to sue the Florida Gulf Coast University Board of Trustees, Florida Gulf Coast University, and the Lee County Board of County Commissioners, and their officers, agents, employees, and representatives ("Releasees") from and against any and all liability for any and all claims, demands, actions, causes of action of whatever kind or nature, costs and expenses of any nature, including attorneys' fees ("Claims") that I may have or that may hereafter accrue to me or myself, arising out of or related to any harm, loss, damage, or injury including, but not limited to suffering, death or property loss that may be sustained by myself, whether caused by my action, or the negligence of the Releasees or the action of third parties in connection with the Activity. I also agree not to sue Releasees in connection with any such harm, loss, damage, or injury. I agree to indemnify and hold Releasees harmless from any against all claims asserted against any of the Releasees by any entity based upon my participation in the Activity.

I acknowledge and agree that should any provision or aspect of this Release and Waiver be found to be unenforceable, all remaining provisions of this Release and Waiver will remain in full force and effect. Further, I acknowledge and agree that this Release and Waiver shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceeding concerning this Release and Waiver shall be in Fort Myers, Lee County, Florida.

I have read, understand and acknowledge that through my signature below, I will comply with the information and directions and agree to be bound by the terms contained in this Release and Waiver and I have voluntarily executed the Release.

Dated this ____ day of _____, 20__.

Participant Signature

Address

City, State & Zip Code

Telephone Number

Secondary Number