

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’ (the “University”) _____ Campus, in Miami, Florida (the “Premises”). I understand and agree that the University’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 Premises Use Agreement or reservation terms and conditions, as applicable, between the University and USER. I further acknowledge and understand that USER is an independent contractor offering its services without any participation by the University. It is expressly understood that by making the Premises available, FLORIDA INTERNATIONAL UNIVERSITY, THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, THE STATE OF FLORIDA, THE FLORIDA BOARD OF GOVERNORS, and their respective officers, directors, employees, representatives, trustees, agents, students and volunteers (collectively “FIU”) 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 the University 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 the University.

I hereby release the University 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 any field trips organized by USER as part of the USER’s Program, 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, including any field trips organized by USER as part of the USER’s Program, is purely optional and that My Child is freely and voluntarily participating in the USER’S 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 acknowledge the risk that My Child may have contact with individuals who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions or diseases does exist, and that it is impossible to eliminate the risk that My Child could be exposed to

and/or become infected through contact with or close proximity with an individual with a communicable disease. I knowingly and voluntarily assume all risks related to My Child's exposure to COVID-19 or other medical conditions or diseases.

I acknowledge and agree that I will not allow My Child to participate in the USER's Program or to be in the Premises on any day (A) that in the then past 48 hours, My Child or a close contact of My Child (such as parents or siblings) has experienced any of the following symptoms that are new or unusual for My Child or said close contact of My Child: fever (temperature of 100.4°F or higher) or chills, cough, shortness of breath/difficulty breathing, fatigue, muscle or body aches, headaches, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea; (B) if My Child or a close contact of My Child (such as parents or siblings) has been in contact with anyone diagnosed with, or displaying symptoms of, COVID-19 within the then last 14 days; and/or (C) if My Child or a close contact of My Child (such as parents or siblings) within the then past 14 days has tested positive for COVID-19.

I, for myself, for My Child, My Child's heirs, executors, administrators and assigns, hereby release, waive, relinquish, and forever discharge and hold harmless FIU 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 FIU or anyone organizing or participating in the activity or otherwise or in any way whatsoever or howsoever caused by the negligence of FIU. 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 FIU. 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 FIU. It is my intention by this instrument to exempt and relieve FIU from any and all liability arising out of My Child's participation in USER's Program, including, but not limited to, liability for personal or bodily injury, damage or loss of property, or wrongful death.

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 University. 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 FIU 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