



FLORIDA PALMS UNIVERSITY



ASSUMPTION OF RISK ~ RELEASE OF LIABILITY & INDEMNIFICATION ~ CONSENT TO EMERGENCY MEDICAL TREATMENT

LFV ATHLETICS INC (“LFV”) operates the Athletic Program (the “Program”) at Florida Palms University (the “University”). Together, LFV and the University, require that all current and prospective student-athletes participating in any of the Program’s sports (the “Activity”) read the following terms and sign if you fully understand and accept ALL terms -

- I. **ASSUMPTION OF RISK.** I, the undersigned Participant, in consideration of being allowed to participate in the Program as an intercollegiate student-athlete at or in connection with LFV and the University, acknowledge and agree as follows: (a) the risk of injury from the Activity is significant, including the potential for wounds, permanent disability, paralysis, and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; (b) the risk of injury may be caused by my own actions, by the actions of others, by the conditions of the Activity itself, by the location or surface where the Activity is being performed, or by other risks known or unknown, foreseeable or not foreseeable, or by the negligence of a University employee or agent; (c) the Activity may be of a hazardous nature and include physical and/or strenuous activity, and I am capable, in good health, in proper physical condition, and without previous injury or limitations such that I am able to participate in the Activity safely; (d) if conditions appear unsafe or hazardous, I will immediately discontinue my participation in the Activity, and bring such conditions to the attention of a University official immediately; (e) I will follow all verbal and written instructions and rules in connection with my participation in the Activity; and (f) LFV and the University do not provide me with any medical or accident insurance in connection with my participation in the Activity or otherwise. With knowledge of the foregoing, I have knowingly and freely chosen to participate in the Activity and fully accept and assume all personal risks and responsibility for all losses, injuries, costs, and damages that may occur as a result of my participation in the Activity.
- II. **RELEASE OF LIABILITY AND INDEMNIFICATION.** To the fullest extent permitted by law, I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, discharge, and agree to defend, indemnify, and hold harmless LFV and the University, its officers, directors, agents, employees, administrators, coaches, volunteers, sponsors, advertisers, other participants, and the owners, lessors, and lessees of any property where the Activity takes place, from and against any and all claims, liability, damages, losses, expenses, and costs, including, but not limited to, attorney's fees, at both the trial and appellate level, arising out of my participation in the Activity and any injuries, disabilities, damages, or death which I may sustain (however caused, and even if caused by the negligence of LFV or the University or anyone for whom LFV or the University is responsible), or which I may cause to any other person or property in connection therewith.
- III. **CONSENT TO EMERGENCY MEDICAL TREATMENT.** In the case of injury or medical emergency, and in the event that Participant, or his/her parent or guardian cannot respond to consent to emergency medical treatment at the time of the emergency, LFV and the University have permission to seek, administer, or have administered whatever first aid or emergency medical care is reasonably deemed necessary for the Participant’s welfare, and it is understood that the Participant, and not LFV or the University, shall be responsible for any and all charges incurred in connection with such emergency healthcare services, regardless of whether covered by insurance.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO THE TERMS CONTAINED HEREIN, I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL RIGHTS AND ABSOLVING LFV AND THE UNIVERSITY FROM ALL LIABILITY IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY, AND I ACKNOWLEDGE THAT I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY, AND WITHOUT ANY VERBAL INDUCEMENT OR ASSURANCES WHATSOEVER WITH RESPECT TO THIS AGREEMENT OR MY PARTICIPATION IN THE ACTIVITY. I FURTHER AGREE NOT TO CONTEST THE ENFORCEABILITY OF ALL VALID PROVISIONS CONTAINED HEREIN, AND THAT IF ANY PORTION OF THIS AGREEMENT IS HELD UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THAT ALL OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT. *Parent / legal guardian of student-athlete named must sign in addition to the student-athlete if student-athlete is under 18 years of age.*

Today’s Date: _____

Printed Participant Name: _____ **Signature:** _____

Printed Parent Name: _____ **Signature:** _____