

THIS FORM WOULD BE USED FOR NON-ACADEMIC "EXTRA-CURRICULAR"  
ACTIVITIES. **NOT** FOR ACTIVITIES THAT ARE PART OF A CREDIT CLASS.

**OFF-CAMPUS ACTIVITY ASSUMPTION OF RISK  
LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT**

1. I desire to participate in the following activity/trip \_\_\_\_\_ (“Activity”). I fully understand and appreciate the dangers, and risks inherent in the Activity, in the transportation to and from the Activity, and in any independent research or activities I undertake supplemental to the Activity. These dangers and risks can result in injury and impairment to my body, general health, well-being, and could include serious or even mortal injuries and property damage. I understand that Florida SouthWestern State College (“College”) cannot and will not guarantee the safety of participants, monitor or control the personal decisions, choices and/or activities of participants, control the acts or omissions of host institutions or other providers of goods or services involved in the Activity, or prevent participants from engaging in unwise, illegal or dangerous activities. I am willing to accept these risks. I further agree that the designated leader of the Activity may send me home, at my expense, for significant inappropriate conduct.
2. Knowing the risks of such Activities, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal representative(s), I agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation, and in any independent research or activities undertaken as supplemental to it. I further hereby agree to hold harmless, release, indemnify and defend the College, its employees, Board of Trustees, and their successors (collectively “College”) from any and all claims and demands whatsoever, which the undersigned, his/her family, heirs, and/or personal representatives, have or may have against the College, by reason of accident, illness, injury, property loss or damage or any other consequences arising or resulting directly or indirectly from my participation in the Activity’s programs or related activities, whether caused by the negligence of the college or otherwise. In no event shall the College’s liability for any act or failure to act exceed the amount paid for my participation in the Activity. **I understand that I am giving up my right to sue College even if College are negligent.**
3. When attending College sponsored activities, students are subject to provisions stated in the Student Conduct Policy. This includes, but is not limited to, the prohibition against the consumption of alcohol or drugs which applies at all College activities regardless of whether the consumption of alcohol is lawfully permitted at the event location.
4. I agree to promptly express any health or safety concerns to the Activity staff or other appropriate individuals with the College. The College may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release and indemnify the College from any liability for such actions. I understand that the College does not provide any accident or medical insurance during my participation in the Activity. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Activity. I recognize that the College is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility for them. I agree that I am giving up my right to sue the College even if they are negligent.
5. It is my express intent that this release and hold harmless agreement shall bind myself, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the College.
6. In signing this Release, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement, or that the person executing the document below my name has the requisite legal capacity to execute this document on my behalf; and that I/we execute this release for full, adequate, and complete consideration fully intending to be bound by the same.
7. I further agree that this Release shall be construed in accordance with the laws of the State of Florida. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected. If I am a College employee (excluding designated leaders of the Activity), I do not consider participation in the activity within the course and scope of my employment with the College. If I am a driver, driving my personal vehicle, I certify that I personally carry appropriate automobile liability insurance, which includes medical payments coverage.

**THIS IS A RELEASE OF LEGAL RIGHTS  
READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING**

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

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

***IF UNDER 18, THIS FORM MUST BE SIGNED BY A PARENT OR GUARDIAN BEFORE STUDENT CAN PARTICIPATE***

I am the parent or guardian of the above named student.  
I have read and understand this Release, and agree to be bound by its terms.

Print Name of Parent or Guardian

Signature

Date

**OFF-CAMPUS ACTIVITY WAIVER FORM**

To be completed by all participants, including faculty, staff and guests (excluding activity leaders).  
**Please print legibly or type**

Participant's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Course/Activity: \_\_\_\_\_ Leader: \_\_\_\_\_

Date(s) of Activity \_\_\_\_\_

Describe off-campus Activity: \_\_\_\_\_

**Names and phone numbers of 2 persons to contact in case of an emergency:**

Name: \_\_\_\_\_ Home #: \_\_\_\_\_ Work #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

Name: \_\_\_\_\_ Home #: \_\_\_\_\_ Work #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

**HEALTH INSURANCE**

Does student have health Insurance:  Yes  No

Insurance Company: \_\_\_\_\_ Identification Number: \_\_\_\_\_

Policyholder (Name of Insured): \_\_\_\_\_

Please list any special requirements you may require due to an existing medical condition or physical disability: \_\_\_\_\_

\_\_\_\_\_

- Applicant is to keep a copy of this form for their records
- College to keep a copy on file
- **The Activity Leader shall have a copy of this form available during the event to allow for treatment or for reference in the event of an emergency.**

