In consideration of the risk of injury while participating in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Activity”) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representative(s), knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Florida SouthWestern State College, Florida SouthWestern College Financing Corp, their trustees, officers, and volunteers (collectively the “College”) for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I hereby agree to hold harmless, release, indemnify and defend the College from any and all claims and demands whatsoever, which the undersigned, his/her family, and/or personal representatives, have or may have against the College, by reason of but not limited to 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 THE COLLEGE EVEN IF THE COLLEGE IS NEGLIGENT.**

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I further agree that this waiver and release of liability shall be construed in accordance with the laws of the State of Florida. If any terms or provisions of this waiver shall be held illegal, unenforceable, or in conflict with any law governing this waiver, 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.

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| **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 |