

# WAIVER OF LIABILITY

## Minor Insurance, Assumption of Risk and Release from All Claims

This form must be completed legibly and signed in all areas by minor's parent or guardian. By signing this form the parent/guardian affirms having read it. Please print and do not use red ink.

### Participant Information:

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Camps Participating in: FSW Baseball Camp FSW Softball Camp

### Parent/Guardian Information:

Full Name(s): \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Emergency Contact if Parent/Guardian is Unavailable: \_\_\_\_\_ Phone: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Group/Policy Number: \_\_\_\_\_

*If Insurance information is not complete, the participant will not be permitted to participate.*

## Assumption of Risk and Release from All Claims/Covenant Not to Sue:

In consideration of being permitted to participate in Florida SouthWestern State College (FSW) Camps/Events, I acknowledge that my child's or ward's participation in the FSW Camps/Events is entirely voluntary, and I further understand and agree as follows:

I understand that incidental to my child's or ward's participation in the FSW Camps/Events, my child or ward may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of my child or ward and others (including but not limited to other individuals in attendance at the FSW Camps/Events and the Released Parties) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to my child or ward, as applicable, or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the FSW Camps/Events. I agree on behalf of my child or ward, to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the FSW Camps/Events, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that my child or ward, or my child's or ward's property, as applicable, may suffer arising out of or in connection with my child's or ward's, participation in the FSW Camps/Events.

On behalf of my child or ward, and on behalf of my child or ward's, heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with my child's or ward's participation in the FSW Camps/Events, and I further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by my child or ward before, during or after such participation. I understand that I am giving up my right to sue the Released Parties even if they are negligent. For the purposes hereof, the "Released Parties" District Board of Trustees, Florida SouthWestern State College and its respective parent, subsidiary, affiliated or related companies.

I also agree to observe and abide by all published Florida SouthWestern State College rules and regulations which govern participant conduct and responsibilities while participating in this college sponsored activity. I understand that my failure to do so may result in my dismissal from this activity.

In Witness Whereof, I have caused this release to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Parent/Guardian Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Release for Medical Care: If during the course of my participant's activities, or while staying on campus, should participant become ill or sustain an injury, **I hereby authorize** the Florida SouthWestern State College Staff to obtain emergency medical/dental care:

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If your minor has any conditions that the Florida SouthWestern State College Staff should be aware of while he/she is participating in activities or while staying overnight on campus, please list these on the lines listed below. Also include any instructions that would help us in providing the best environment for your child.

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