

PARTICIPANT RELEASE, CONSENT, AND WAIVER OF LIABILITY

M.E. Rinker, Sr., School of
CONSTRUCTION MANAGEMENT

READ CAREFULLY BEFORE SIGNING

IDENTIFICATION OF RISK

In consideration for my participation in field trips, events and other activities offered by the M.E. Rinker, Sr., School of Construction Management that include, but are not limited to, driving and/or riding on or in heavy machinery and construction vehicles, using construction equipment, _____, visiting construction sites, _____, either on or away from university property, I hereby acknowledge the following: (1) all of these activities and/or field trips and events involve and pose risk, inherent or otherwise, that cannot be entirely eliminated that may jeopardize my safety, health, and well-being; (2) I understand that the dangers and risks of participation may include MINOR TO SERIOUS INJURIES BEFORE, DURING, AND AFTER PARTICIPATION IN ACTIVITIES AND/OR ATTENDING FIELD TRIPS, PHYSICAL, MENTAL, OR EMOTIONAL INJURY OR DISABILITY, ILLNESS, OR EVEN DEATH; and (3) I am aware that participating in these activities and/or attending field trips and events will involve risks for injuries which may include, but are not limited to, SERIOUS PHYSICAL HARM, DISMEMBERMENT, SERIOUS NECK AND SPINAL INJURIES, WHICH MAY RESULT IN PARTIAL OR COMPLETE PARALYSIS, BRAIN DAMAGE, TEMPORARY OR PERMANENT DISABILITY, SERIOUS INJURY TO INTERNAL ORGANS, BONES, MUSCLES, JOINTS, AND OTHER ASPECTS OF THE MUSCULAR SKELETAL SYSTEM, AND SERIOUS INJURY OR IMPAIRMENT TO OTHER ASPECTS OF MY BODY. I further understand and acknowledge that the dangers and risks of participating may result not only in injury, but serious impairment of my future abilities to earn a living, to engage in other business, social, and recreational activities, and generally to enjoy life.

ACKNOWLEDGMENT OF RISK

Because of the dangers of participating in the above activities and/or attending field trips, I acknowledge and understand the importance of following rules and regulations established by the University of Florida and/or the M.E. Rinker, Sr., School of Construction Management. I hereby agree to obey such rules, regulations, and instructions. I expressly, knowingly, and voluntarily accept and assume all risks existing in participating in these activities and events/trips.

I further acknowledge that I am in good physical condition and do not know of any medical or physical condition or other reason that I should not participate in these activities or events, or which could interfere with my safety in such activities, or else I am willing to assume—and bear the cost of—all risks that may be created, directly or indirectly, by any such condition. My participation in any activity or event is purely voluntary, and I elect to participate in spite of the risks and known or unknown dangers associated with these activities and events.

WAIVER OF LIABILITY

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THESE ACTIVITIES AND EVENTS, AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS THE UNIVERSITY OF FLORIDA, THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, THE STATE OF FLORIDA, THE FLORIDA BOARD OF GOVERNORS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, EMPLOYEES, AND VOLUNTEERS (collectively, "RELEASEES") FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEY'S FEES OR DEMANDS OF ANY KIND OR NATURE, WHICH MAY ARISE IN CONNECTION WITH MY PARTICIPATION IN ANY ACTIVITY RELATED TO THE M.E. RINKER, SR., SCHOOL OF CONSTRUCTION MANAGEMENT AND RESULTING IN ANY ACCIDENTS, INJURIES, DAMAGES, OR PROPERTY LOSSES ARISING THERE FROM, HOWEVER CAUSED, INCLUDING THE NEGLIGENCE OF ANY PARTY, INCLUDING THE RELEASEES, WHETHER PASSIVE OR ACTIVE. By signing this Waiver, I hereby assume FULL RESPONSIBILITY for any risk of bodily injury, death, damages, or property losses due to the negligence of the RELEASEES or otherwise in connection with or related to my participation in these activities, events or trips, and agree that the RELEASEES may NOT be held liable or responsible in ANY way to me as the participant, or my family, heirs, representatives, or assigns.

By voluntarily signing this Waiver, I acknowledge and represent: (1) I have fully read and understand the Waiver's contents; (2) I sign for full and adequate consideration, fully intending to be bound by the same; and (3) I am at least eighteen (18) years of age and fully competent. By signing this Waiver, I expressly agree that the foregoing is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the remainder of the Waiver shall continue in full legal force and effect.

I HAVE READ THIS WAIVER, AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WAIVER HAVE BEEN MADE, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Participant Signature

UFID

Date

Participant Printed Name