

# Jacksonville University Sailing Team

## Release of Liability and Assumption of Risks

This form must be signed by all participants in Sailing (the "Activity") at Jacksonville University. This Release of Liability and Assumption of Risks Agreement must be completed annually. It is strongly recommended that participants purchase insurance that covers accidents which may occur during athletic and other activities while at Jacksonville University. Please write legibly and provide the appropriate response in all blank spaces.

Participant Name: \_\_\_\_\_

DOB \_\_\_\_/\_\_\_\_/\_\_\_\_ mm / dd / yyyy E-mail: \_\_\_\_\_

Local Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

I understand that Jacksonville University does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and notwithstanding this Release of Liability and Assumption of Risks Agreement. In consideration for the benefits to be derived from my participation in the above Activity, I hereby acknowledge the following: (1) I am aware that all activities involve risk, and that some are violent contact sports; (2) I am aware that playing or practicing in any activity may be dangerous and involve many risks of injury; and (3) I UNDERSTAND THAT THE DANGERS AND RISKS OF PLAYING OR PRACTICING THE ACTIVITY COULD RESULT IN PHYSICAL OR PSYCHOLOGICAL HARM AND RANGE FROM MINOR INJURIES SUCH AS SCRATCHES, BRUISES OR SPRAINS; MAJOR INJURIES SUCH AS CONCUSSION, JOINT OR BACK INJURIES OR HEART ATTACK; OR CATASTROPHIC INJURIES SUCH AS PARALYSIS OR DEATH. I further understand and acknowledge that the dangers and risks of playing or practicing the Activity 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. I understand that these injuries or outcomes may arise from my own or others' actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known and unknown to me, of my participation in the Activity, including travel to, from, and during the Activity.**

Because of the danger of participating in the above Activity, I acknowledge and understand the importance of following any and all rules and regulations established by Jacksonville University and/or the Jacksonville University Sailing Team. I hereby agree to obey such rules, regulations, and instructions.

I further acknowledge that I am in good physical condition and do not know of any condition or reason that I should not participate in the Activity. I ALSO REALIZE THAT SPORTS INJURIES CAN BE

CATASTROPHIC FOR THOSE WITHOUT PROPER MEDICAL COVERAGE. **I hereby release, waive, discharge, and covenant not to sue** Jacksonville University, and its coaches, officers, trustees, directors, volunteers, agents, and employees (collectively "JU") from any and all claims, demands, damages, actions, liabilities, causes of action, or suits in equity of whatever kind or nature, **including, without limitation, claims of JU's negligence**, resulting from any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of participation in the Activity, including travel to, from, and during the Activity.

I agree to indemnify and hold JU harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by JU as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against JU to recover any losses, liabilities, costs, damages or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of JU.

I understand that the terms hereof serve as a release and assumption of risk for me as well as my heirs, estates, executors, administrators, and assignees.

I hereby give consent for JU to provide me with medical care and treatment and emergency medical services associated with participation in the Activity. I agree to assume all costs related to such treatment, including transportation costs. I further authorize the release of any medical information necessary to process a claim for accident/medical payment insurance for an injury or illness incurred while I am participating in the Activity.

I grant permission for JU to take and make public visual/audio images of me. I agree that JU owns the images and all rights to them. Without notification to me, the images may be used in any manner or media, including but not limited to, JU-sponsored websites, publications, promotions, advertisements, or posters. I waive any right to inspect, approve, or be compensated for the use of such images.

I have read this document in its entirety and understand all of the terms and conditions it contains. I am signing this document freely. No oral representations, statements, or inducements apart from this general release of liability and assumption of risk form have been made. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future.

I agree that this document shall be governed for all purposes by Florida law, without regard to such law on choice of law.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

**IF YOU ARE UNDER 18 YEARS OF AGE, you must have a parent or legal guardian sign in the section BELOW, marked "For Participants under 18 years of age."**

Participant Signature: \_\_\_\_\_

Participant Name (print): \_\_\_\_\_

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

**For Participants under 18 years of age:**

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including: (a) releasing JU from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, and (c) assuming all risks of the Participant's participation in the Activity, including travel to, from, and during the Activity.** I allow Participant to participate in the Activity. I give my consent to JU and its medical representatives to obtain medical care from any licensed physician, hospital, clinic, or medical provider for the Participant for injury that could arise from the Activity. I agree to be financially responsible for any costs incurred as a result of such medical care. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

\_\_\_\_\_  
Signature of Minor Participant's Parent/Guardian

\_\_\_\_\_  
Name of Minor Participant's Parent/Guardian (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Minor Participant's Name