## Release of Liability and Assumption of Risk

Notice: By signing this agreement you give up your right to bring legal action or recover compensation or obtain any other remedy for any injury or illness to yourself and/or damage to your property or for your death however caused arising out of your use of the University of Central Florida Recreation and Wellness Center and/or any facilities, activities and/or programs affiliated with the UCF Recreation and Wellness Center now or anytime in the future.

- 1. General Indemnification: In consideration for receiving permission for use of the following facilities and/or programs, including but not limited to <a href="UCF Recreation and Wellness Center">UCF Recreation and Wellness Center</a> (UCF RWC), William E and Mary Jo Davis Recreation Area at Lake Claire, Recreation and Wellness Center Park, the UCF Recreation and Wellness Center Leisure Pool and/or Lap Pool, UCF Climbing Tower, Recreation and Wellness Center Equipment Rentals, RWC Personal Training Program, UCF RWC Outdoor Adventure Center Program and Trips, and RWC Challenge Course (hereinafter collectively or respectively referred to as "UCF RWC /UCF RWC Activities"), I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS for any and all purposes UCF RWC, THE UNIVERSITY OF CENTRAL FLORIDA, THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, the STATE OF FLORIDA and the FLORIDA BOARD OF GOVERNORS and their respective officers, servants, agents, volunteers, or employees (herein collectively referred to as RELEASEES) FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, INCLUDING DEATH, that may be sustained by me while using the UCF RWC in any way and/or while participating in UCF RWC Activities, whether caused by RELEASEES' negligence or otherwise, or while on the premises owned or leased by RELEASEES. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate.
- 2. COVID-19: Users of the UCF RWC and participants in any UCF RWC Activities are required to comply with all laws, orders, ordinances, policies, regulations, as well as guidance adopted by UCF and/or UCF RWC as it relates to COVID-19. This guidance may evolve as circumstances warrant. UCF RWC may require users/participants to leave the UCF RWC and/or any UCF RWC Activities, in the event a user's or participant's continued presence poses a health or safety risk to the UCF RWC, any UCF RWC Activities and/or the UCF community.
- 3. COVID-19 Acknowledgement: Each user of the UCF RWC/participant in any UCF RWC Activities hereby agrees to adhere to UCF expectations intended to minimize risk of exposure to COVID-19 consistent with UCF policy. By initialing below, I hereby confirm that I have read, understood and hereby agree to abide by all UCF and UCF RWC standards, guidelines and policies [ ].
- 4. Assumption of Risk: I am fully aware that there are inherent risks involved with the use of UCF RWC/participation in UCF RWC Activities, including but not limited to possible physical injury (including, but not limited to, broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion, and all injuries resulting from falling off the climbing tower and impacting against the tower or floor, injuries resulting from being dropped to the floor during lowering on rope, belaying and rope handling techniques and/or failure of ropes, slings, climbing hardware, climbing harnesses, anchor points or any part of the climbing tower surface or structure) and loss of life (including but not limited to all injuries resulting from water complications and/or the misuse of aquatic equipment) and illness (including but not limited to infectious disease such as a coronavirus) while using the UCF RWC and/or participating in UCF RWC Activities, and I choose to voluntarily use the UCF RWC and/or participate in UCF RWC Activities with full knowledge that such use and/or participation may be hazardous to me/my health and/or my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, ILLNESS, INCLUDING DEATH, that may be sustained by me as a result of using the UCF RWC and/or participating in UCF RWC Activities, whether supervised or unsupervised. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, judgment, settlement, damage or costs, including court costs and attorney's fees for both the trial and appellate levels that may occur as a result of or in any way related to my use of and/or use of the UCF RWC and/or participation in any UCF RWC Activities, whether caused by RELEASEES' negligence or otherwise.
- 5. No Insurance: I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my use of the UCF RWC and/or participating in any UCF RWC Activities, including any injury, illness or death that I may sustain. As such, I am aware that I should review my personal insurance coverage.
- 6. Certification: I hereby certify that I am at least 18 years of age and am legally competent to sign this release form. If I am under the age of 18, I have had my legal parent/ guardian sign this agreement, along with myself. It is my express intent that this release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Florida.

I hereby represent that I HAVE READ THIS RELEASE FORM IN ITS ENTIRETY AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS IT CONTAINS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements, or inducements apart from this release 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.

Rev. 5-20-21

SIGNED this	day of	,	· · ·
Participant:			
Printed Name:			
Student or Emplo	oyee ID #:		-
Parent or Legal C	Guardian:		
(If Participant is under 1	8 years old)		
WITNESS:			
Printed Name:			