WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

We, ___________________________ and ___________________________, parents/legal guardians of ___________________________, in consideration of educational benefits to be derived from our child’s participation in the weekend excursions sponsored by the English Language Institute listed on page two of this document (hereinafter referred to as “the activities”) hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the University of Florida, the Florida Board of Education of the State of Florida, the State of Florida, their officers, servants, agents, or employees (hereinafter referred to as “RELEASEES”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by us or our child, or to any property belonging to us, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while our child is traveling to/from the activities, participating in such activities, or in, on or upon the premises where the activities are being conducted.

We are fully aware of the risks and hazards connected with our child participating in such activities, including the risk of injuries which can cause death, and we hereby elect voluntarily to permit our child to participate in said activities, knowing that the activities may be hazardous to us, our child and our property. WE VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by us or our child, or any loss or damage to property owned by us or our child, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

We further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney’s fees, that may incur due to our child’s participation in said activities WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

It is our express intent that this Release and Hold Harmless Agreement shall bind the members of our family and spouses, if we are alive, and our heirs, assigns and personal representative, if we are deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. We hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

IN SIGNING THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, WE ACKNOWLEDGE AND REPRESENT THAT we have read and understand the foregoing provisions; that we sign this AGREEMENT voluntarily as our own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; we are at least eighteen (18) years of age and fully competent; and we execute this Release for full, adequate and complete consideration fully intending to be bound by same.

__________________________________       ____________________________________
Participant’s Signature     Parent or Guardian Signature
Date:  ______________________________   Date:  _______________________________

____________________________________
Parent or Guardian Signature
Date:  _______________________________