RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, the undersigned, as a student of Florida International University, do hereby agree and promise the following for and in consideration of my being allowed to participate in a trip to the Beef ‘O’ Brady’s Bowl to be held Tuesday, December 20, 2011 in St. Petersburg, Florida and all activities related thereto:

I have volunteered to travel to St. Petersburg, Florida for the purpose of participating in the Beef ‘O’ Brady’s Bowl (the Program). I understand that it may be necessary to travel by public and/or private transportation; and to dine at public and/or private facilities.

I agree and acknowledge that participation in this trip and its related activities is of my own free will. While I realize that I may participate in certain activities which are designed to promote and enhance the image and reputation of the State of Florida University System, FIU and most especially the Student Government Association, I acknowledge that I am acting neither as an employee nor agent of the State of Florida, the Florida Board of Governors, the FIU Board of Trustees, FIU or any of their respective officers, employees or agents (collectively as FIU).

I agree and acknowledge that I am not entitled to reimbursement of expenses incurred by me during the trip from the FIU. I understand that I am responsible for the payment of those expenses.

I acknowledge that FIU is not responsible for losses or expenses suffered by me due to delays, changes in itinerary, changes in the content of the Program, or other matters which are beyond their control.

I agree and acknowledge that I may have time for and may engage in personal activities unrelated to the purpose of the Program while participating in the Program. Such activities will be my sole responsibility and risk.

I acknowledge that the state of Florida regulates the consumption of alcohol by persons under the age of twenty-one (21) and that federal and state laws regulate the use of illegal drugs or drug paraphernalia. I agree that I will not possess, consume, or distribute any amount of alcohol unless I am over the age of twenty-one (21). I will not possess, use, consume, or distribute any illegal drugs or drug paraphernalia while on the above referenced trip, regardless of my age. I agree to abide by the Student Code of Conduct throughout this trip.

I further acknowledge that, in the course of the performance of any activities which I have voluntarily assumed to perform during the trip, I expose myself to risks, known and unknown, of property damage or loss, as well as personal injury that could be painful, permanently disfiguring or debilitating, including broken bones, partial and/or total paralysis, other ailments that could cause serious disability, and/or and death.

I further expressly agree that this Release and Assumption of Risk Agreement is intended to be broad and as inclusive as the laws of the State of Florida will allow, and that if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding the invalid portions, will continue in full legal force and effect.

I, for myself, my heirs, personal representatives and assigns voluntarily agree to release, waive, discharge and relinquish and to indemnify and hold harmless FIU, from and against all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise from my participation in the trip and its related activities or from personal unrelated activities whether the same should arise by reason of negligence of anyone organizing or participating in the trip or otherwise. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the FIU. I agree that, under no circumstances, will I or anyone claiming through me, prosecute or present any claims for personal or bodily injury property damage or loss, or wrongful death against FIU.

I understand that FIU does not in any manner serve as principal, agent, or partner of any commercial carrier, or establishment which may provide services or accommodations to the participant in this trip.
I, for myself and any others claiming through me, accept full responsibility for safety and expenses and assume the complete risk of any injury to myself or my property which may arise out of or in the course of my participation in this trip.

I HAVE READ THE ABOVE RELEASE AND ASSUMPTION OF RISK AGREEMENT AND, BY SIGNING IT, AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE FIU FROM LIABILITY FOR PERSONAL LIABILITY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

__________________________  __________________________  __________________
Signature                  Panther ID                  Date

__________________________  __________________________
Name                      Date of Birth

__________________________
Address

__________________________
Mobile                     E-mail

__________________________  __________________________
Signature – Parent/Guardian Print Name – Parent/Guardian
(Required if under 18 years of age)

By providing this emergency contact information, I authorize FIU to use this information in the event that FIU determines that there is an emergency.

Emergency contact:

__________________________  __________________________
Name                      Relationship

__________________________
Address

__________________________  __________________________
Phone                      E-mail