



Department of Wellness and Recreation

**CONSENT, WAIVER AND RELEASE AGREEMENT
PLEASE READ CAREFULLY**

IN CONSIDERATION for my child being permitted to use the facilities and participate in the programs and services offered by the Department of Wellness and Recreation (DWR), I, (print name of parent/guardian) _____, hereby agree as follows:

1. I acknowledge and expressly consent to my child's participation in the programs, services, and facilities offered by the DWR.
2. I acknowledge that my child's participation and presence may expose him/her to risks and dangers, some being inherent in the nature of the activity, some resulting from human error and negligence on his/her part and/or on the part of other personnel working or participating in the activity. I acknowledge that any of the above-referenced risks and dangers may cause damage or loss of personal property, personal injury and even death, and I fully assume and accept these risks and dangers.
3. I understand that my child's participation in the programs, services and facilities offered by the DWR is entirely voluntary on the part of my child and agree that it is my child's responsibility to (1) act within the limits of his or her ability; (2) heed all warnings about participating in any activity; (3) control his/her person, equipment and devices used to participate in an activity; and (4) not act in any way that may cause injury/death or contribute to the injury/death of others or of himself/herself while participating in any activity.
4. I hereby agree to assume and take on behalf of my child, his/her family, heirs and personal representative(s), all of the risks and responsibilities in any way associated with my child's participation in the programs, services, and facilities offered by the DWR. I hereby agree to release, waive, indemnify and hold harmless the University of Miami, its officers, directors, trustees, employees, faculty, students, volunteers, agents and representatives (collectively, referred to as the "University") from any and all claims, demands, damages, causes of action, suits, whether in law or in equity or however caused, against, including without limitation, any damage to or loss of personal property, any personal injury and/or death, which my child or I may have or may acquire as a result of his/her presence and participation in the programs, services, and facilities offered by the DWR, including, without limitation, damage, loss, injury and/or death caused by the negligence, in whole or in part, of me, my child, the University or any third party, and expressly including, but not limited to, any injury, death or loss resulting from or related in any way to a pandemic, epidemic, virus, infection, sickness or other health event, as to all of which I assume and take on behalf of my child all risks."
5. I understand and agree that this Consent, Waiver and Release Agreement applies whether the University of Miami is at fault or not.

6. I understand and agree that the University of Miami may not have medical personnel available at the DWR. I hereby grant permission to the University of Miami to authorize emergency medical treatment, if necessary, and agree that such action by the University of Miami shall be subject to the terms of this Consent, Waiver and Release Agreement. I understand and agree that the University of Miami assumes no responsibility for any injury or damage which might arise out of connection with such authorized emergency medical treatment.
7. I understand that in securing the execution of this Consent, Waiver and Release Agreement, the University of Miami is acting as agent or trustee on behalf of or for the benefit of its respective employees, agents, officials, faculty, students, servants and representatives, whether paid or unpaid, who shall to this extent be, or be deemed to be, parties to this Agreement.
8. This Consent, Waiver and Release Agreement shall serve to benefit and bind the University of Miami and myself and our respective heirs, executors, administrators, successors and assigns.
9. This Consent, Waiver and Release Agreement shall be governed and construed in accordance with the laws of the State of Florida, and any dispute arising from or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Miami-Dade County.
10. I certify that I have read the terms of this Consent, Waiver and Release Agreement and understand its contents, and that I wish to be bound by its terms.

I UNDERSTAND THAT THERE ARE RISKS OF INJURY INVOLVED IN MY CHILD'S PARTICIPATION IN THE PROGRAMS, SERVICES AND FACILITIES OFFERED BY THE DWR AND MY CHILD AND I VOLUNTARILY ASSUME SUCH RISK. IT IS MY INTENTION BY SIGNING THIS CONSENT, WAIVER AND RELEASE AGREEMENT TO EXEMPT AND RELIEVE THE UNIVERSITY OF MIAMI FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY MY NEGLIGENCE, MY CHILD'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY OTHER PERSON(S) PARTICIPATING IN, OR AFFILIATED WITH, THE PROGRAMS, SERVICES AND FACILITIES OFFERED BY THE DWR.

I affirm that I am over 18 years of age.

Parent/Guardian Signature

Date

Parent/Guardian Printed Name

Child's Printed Name

Child's Date of Birth

For Office Use:

Fusion ID Number (ex. M-12345)