



**PREVIEW
DAY**

NSU MULTIMEDIA CAMP

**Wednesday,
March 27, 2019
8:00 a.m.–6:00 p.m.**

- Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement
- Photo Release Form

NOVA SOUTHEASTERN
UNIVERSITY

NSU
Florida

NSU Multimedia Camp Preview Day

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the following activity/trip, **NSU Multimedia Camp Preview Day** ("Activity"), to be held in and around Nova Southeastern University, on March 27, 2019. In consideration for being permitted by the Nova Southeastern University ("NSU") to participate in the Activity, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with NSU policies and procedures. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that NSU has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or for any other reason in NSU's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity, including the dangers, hazards, and risks inherent in the Activity, including but not limited to transportation to and from Nova Southeastern University via private vehicle, common carrier and/or NSU owned vehicle, participation in NSU Multimedia Camp, overnight accommodations, weather conditions, conditions of equipment, facility conditions, negligent first aid operations or procedures, and in any independent research or activities I undertake as an adjunct to the Activity. I understand that as a Participant in the Activity I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only the NSU's actions or inactions, but also the actions, inactions, negligence or fault of others. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility except for those occurrences due to the NSU's negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE NSU**, its governing board, directors, officers, employees, agents, volunteers and any students (hereinafter referred to as "Releases") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understanding that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of, but not limited to: participation in (SPECIFY activity), travel to and from (SPECIFY) via private vehicles, common carriers, and/or NSU owned vehicles, weather conditions, overnight accommodations, facility conditions, equipment conditions, first aid operations or procedures of Releasees, and other risk that are unknown at this time.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR NEGLIGENT ACTS, and assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS.**

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Activity personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Activity. Current Medical Insurance Provider: _____
Medical Insurance Provider Membership # _____

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Activity and that I do not have any medical record of history that could be aggravated by my participation in this particular Activity.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Activity. In the event of any medical emergency, I (initial one) do ____ do not ____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that NSU personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Florida.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

(See reverse side if participant is under eighteen (18) years of age)

I certify that I have custody of Participant or am the legal guardian of Participant by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Date

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Photo Release

I hereby give the unqualified right to Nova Southeastern University to take pictures and/or recordings of me and to put the finished pictures/recordings to any legitimate use without limitation or reservation.

Signature: _____

Name Printed*: _____

Address: _____

City: _____ State: _____ Zip: _____

Date: _____

*If subject is a minor under laws of state where modeling is performed:

Guardian Signature: _____

Guardian Name: _____

City: _____ State: _____ Zip: _____

Date: _____