

FRANCIS MARION UNIVERSITY

WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AGREEMENT

Participant Name \_\_\_\_\_ Date(s) of Activity/Event \_\_\_\_\_

For and in consideration of being permitted to participate in the following activity or event): *Events organized, sponsored, and implemented by the Florence Area Swim Team, including practices, training sessions, swim meets, and all other related activities held on facilities owned or controlled by Francis Marion University. Event sponsor is the director of the Florence Area Swim Team.*

Francis Marion University, (University) its agents and employees and Participant agree as follows:

Participant, Parent(s), or Legal Guardian(s) acknowledge and fully understand and agree that the activity named above involves certain inherent risks and that regardless of the precautions taken by University and its agents, some serious injuries may occur. I/we acknowledge that the participant is physically fit and mentally capable of participating in the above activities and that all inherent risks associated with the activities cannot be described as part of this document.

I/we acknowledge that the likelihood of such injuries may be lessened by adhering to safety rules or procedures, including but not limited to, following all safety rules, procedures, and instructions of the event sponsors and University officials; adhering to all University policies and procedures as well as local, state, and federal laws; properly wearing and utilizing safety equipment; engaging in the activity in a responsible manner; and acknowledging the need to disengage from an activity if the participant's physical condition warrants.

In consideration of being permitted to participate in the activity, I/we voluntarily and knowingly agree to release, protect, indemnify, and hold harmless University, its trustees, individually and collectively, their employees, representatives, officers, advisors and agents, the State of South Carolina, its officers, and employees, (hereinafter: Releasees) from any and all claims, demands, or causes of action for property damage, personal injury or death sustained by participant arising out of any travel or risks associated with this activity and/or the negligence or any other acts or omissions of the sponsoring group or Releasees, including defense costs and attorney's fees, brought by Participant, Parent(s) or Legal Guardian(s), his or her heirs, executors, administrators, successors, assigns and legal representatives.

In addition, I/we understand and agree that University cannot be expected to control all of the risks associated with the activity, but may need to respond to accidents and potential emergency situations. Therefore, I/we hereby give consent for any medical attention/ treatment that may be required during participation with the understanding that the cost of any such medical attention/ treatment will be my/our responsibility. Generally, University does not carry medical or accident insurance for the activities noted. Therefore, I/we agree to review my/our personal insurance policy/coverage and provide the insurance information indicated below.

**I/we certify that I/we have read this Waiver and Release of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement and have willingly signed for the consideration expressed and with a full understanding of its purpose. I/we understand that I/we am/are giving up substantial rights by signing this agreement, and that I/we sign it voluntarily and fully intend this agreement to be a complete and unconditional release of all liability of the above Releasees to the greatest extent allowed by law. Participant represents that he/she is eighteen (18) years of age or older and is otherwise competent to execute this agreement, or that his/her Parent(s) or Legal Guardian(s) is/are signing.**

Date: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Parent/Legal Guardian Signature (if participant is under 18): \_\_\_\_\_

Parent/Legal Guardian Printed or Typed Name): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone Number (s): \_\_\_\_\_

My Insurance Company: \_\_\_\_\_

My Insurance Policy Number: \_\_\_\_\_

**THIS ACKNOWLEDGMENT CONSISTS OF ONE PAGE WHICH MUST BE COMPLETED, SIGNED, AND SUBMITTED PRIOR TO PARTICIPATION IN THE NOTED ACTIVITY.**