

Release, Waiver, & Assumption of Risk Agreement (Adult and Minor)

I hereby apply for permission to use the facilities and services of the National Training Center (the “Center”), divisions of South Lake Hospital, Inc. (“SLH”), a Florida not for profit corporation. I understand that this application is subject to the review and approval of the program's management and that this Release, Waiver and Assumption of Risk Agreement (“this Agreement”) is a condition to such use.

I understand that participation may be suspended or terminated by SLH and the Center if I am in violation of the Center’s rules, regulations and policies, if I conduct myself in a manner which management deems inappropriate or disruptive or if I make false representation of information contained in this application. I will not be entitled to any refund of program fees. I am responsible for any outstanding balance due.

I understand that the training dates, times and services as scheduled are subject to approval by the Center and subject to change at any time by discretion of the Center. This Agreement shall apply regardless of any such changes.

I grant SLH, the Center and all sponsors the right to photograph and/or videotape me and further to use my name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation. I further agree I will not seek remuneration for such photos and publicity. SLH, the Center and all sponsors are, however, under no obligation to exercise said rights herein granted.

Release and Waiver: In consideration of permission to enter upon and use, today and all future dates, the property, facilities, staff, equipment, and services of the Center, I hereby release, waive, discharge, and covenant not to sue South Lake Hospital, Inc. (SLH) and the National Training Center (the Center) and their owners, officers, employees, and agents, (the “Releasees,”) from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, accidents, or injuries, including loss of life, which may happen to me, or to any of my property and personal belongings, whether caused by the Releasees’ negligence or otherwise, including but not limited to those causes which result from the my negligence or negligence of my group’s coaches, agents, servants, and employees, while in or at the Center and/or any location where the Center’s services are provided.

Assumption of Risk: I am aware that there are certain inherent risks associated with engaging in physical activities that can result in serious personal injury or loss of life. I hereby voluntarily assume full responsibility for any risk of bodily injury, death, or property damage due to such risks and due to negligence or otherwise by the Releasees and/or while competing, observing, or for any purpose participating in any event, practice or training. I expressly acknowledge and agree that this assumption of risk includes environmental and contagion risks, in addition to risks associated with use of the Center’s equipment and facilities, and includes any location where Center’s services are provided.

I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Alterations to this Agreement will not be accepted and are not permitted unless expressly authorized by a manager of SLH and the Center. SLH and the Center’s staff are not authorized to make any changes to this Agreement.

I hereby certify that I am at least 18 years of age and am legally competent to sign this Agreement. If I am under the age of 18, I have had my parent/legal guardian sign this Agreement along with myself. It is my express intent that this release shall bind me, the members of my family and spouse, if any, and my heirs, assigns and personal representatives, and shall be governed by the laws of the State of Florida.

(signature on other side)

I have read the Release, Waiver, & Assumption of Risk Agreement on the other side in its entirety and understand all of the terms and conditions it contains, and I understand that I am giving up substantial rights, including my right to sue, by signing it. I acknowledge that I am signing it freely and voluntarily and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN
F.S. 744.301(3)(b)

READ THIS FORM COMPLETELY AND CAREFULLY.

YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SLH AND THE CENTERS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SLH AND THE CENTERS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SLH AND THE CENTERS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Please Print Information & Sign Below

First Name: _____ M.I. ____ Last Name: _____

Group Name: _____

Event Dates: From _____ / _____ thru _____ / _____.

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Date of Birth: _____ Over 18 years old? Circle: YES NO
(month/day/year) Gender? Circle: MALE FEMALE

Emergency Contact: _____ Phone Number: _____

Date: _____ **Participant Signature:** _____

Parent or Guardian must sign if Participant is under 18 years old:

Date: _____ Parent or Guardian Signature: _____

Printed Name: _____