

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, \_\_\_\_\_, have elected to participate in an activity outside of the scope of normal business (PROGRAM) sponsored by the Department of \_\_\_\_\_ (Department). In consideration for my access and use of facilities occupied by the Department and under the management of the Department of Management Services (DMS) for the State of Florida, I hereby execute this Release fully releasing and discharging the State, including the Department and DMS, and its employees, Volunteers, and agents (herein-after collectively referred to as "State") on behalf of myself and my children, parents, assigns, heirs, personal representatives, and estate as follows:

- 1. I fully understand and appreciate the dangers, hazards, and risks inherent to physical activity, and that exercise may be a risk to physical health and safety. I further understand that it is the Department's recommendation that I consult a physician prior to using any equipment on the premises, engaging in any exercise programs or activity, or undertaking any food or diet program, whether or not such program is recommended by the Department. I understand that neither the Department nor the advice of any employee of the Department is a substitute for medical advice, and the Department does not in any way endorse or control the content or conduct of exercise instruction or instructors that may take place within the facility. I acknowledge that I have had the prior opportunity to, and have, consulted a physician before using this facility.
2. I expressly agree that participation in the Program is an acceptance and assumption of all risks associated with using this facility, including but not limited to damage, injury or loss of personal property and damage, injury or loss to my person. I acknowledge and affirm that my use of the facility is purely and completely voluntary and not within the scope of any employment with the State or any entity conducting business with the State, if any such employment exists while this Release is in effect. I elect to participate with full and complete knowledge and willingness to assume any and all attendant risks. I further agree to exercise reasonable care and conduct during my use of the facility, and agree not to wear or use or do anything that poses or may pose a hazard to myself, others present, or the facility itself.
3. I hereby voluntarily release, forever discharge, indemnify and hold harmless the State from any and all claims, demands, or causes of action, which are in anyway associated with my use of the State's equipment or facility, excepting such claims which allege damage, injury or loss to property or person that is directly due to the negligence of the Department.
4. I recognize and agree that my access and use of the facility for the prescribed purpose shall not create, or be construed to create, any special relationship between myself and the State or otherwise extend, elevate, or enlarge the State's obligations to me beyond the minimum legal duty required or applicable under Florida law.
5. Should the State, or anyone acting on its behalf, be required to incur attorney fees and costs to enforce this Release, I further agree to indemnify the State for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while using the facility, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with or adversely affect my use of this facility, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
7. I understand that if any provision of this Release is held to be invalid, such invalidity will not affect other provisions of the Release, which shall be given effect with or without the invalid provisions, and to this end the provisions of this Release are meant to be severable.
8. I represent that I am 18 years of age or older and legally capable of entering into and being fully bound by this Release. Under 18 years of age must sign on behalf of the minor by parent or guardian.

By signing this document, I acknowledge that if anyone is hurt or property is lost or damaged during my use of the State's facility, I may be found by a court of law to have waived my right to maintain a lawsuit against the State on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Name of participant \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Phone ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_