



FSU WAIVER OF LIABILITY
(TO BE COMPLETED BY PARTICIPANT)

PRINT PARTICIPANT NAME _____

I, the Participant, will participate in FSU community service-learning courses (the “Program”) which will require me to access various non-FSU property, grounds, facilities, etc. (hereinafter referred to as the Property). **I understand that I am not required to access the Property or participate in the Program and that my decision to access the Property and participate in the Program is fully voluntary. I also understand that there are risks, dangers, and hazards associated with accessing the Property and participating in the Program, and I have decided to, and do fully and voluntarily, assume the risks.**

In consideration of my being permitted to access property and participate in the Program, I do individually, and on behalf of my heirs, successors, assigns, administrators and/or personal representatives, hereby **RELEASE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE** FSU and any of its employees, agents, officers, trustees, volunteers and/or representatives (in their official and individual capacities) (“Releases”) from and against any and all liability whatsoever, whether caused by negligence or carelessness of any one or more of the Releases or otherwise, for any and all harm, damages, losses and/or injuries (including death) I may sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and/or costs of any nature, including attorneys fees, or otherwise, which arise out of, result from, occur during or are connected in any manner with 1) my participation in the Program, 2) my accessing of the Property and/or 2) any travel incident to my participation in the Program or my usage of the Property.

In consideration of my being permitted to access the Property and participate in the Program, I, individually, and on behalf of my heirs, successors, assigns, administrators and/or personal representatives, hereby agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Releases (in their official and individual capacities) from and against any and all liability whatsoever, whether caused by negligence or carelessness of any one or more of the Releases or otherwise, for any and all harm, damages, losses and/or injuries (including death) I may sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and/or costs of any nature, including attorneys fees, or otherwise, which arise out of, result from, occur during or are connected in any manner with 1) my participation in the Program, 2) my accessing of the Property, and/or 3) any travel incident to my participation in the Program or my usage of the Property.

I agree that this Waiver of Liability is to be construed under the laws of the State of North Carolina, U.S.A.; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. I also agree that the place of this agreement, its sites and forum, shall be Cumberland County, North Carolina.



I represent that I shall be covered throughout my participation in the Program by policies of comprehensive health and accident insurance which provide coverage for illnesses or injuries I may sustain or experience while participating in the Program. By my signature below, I certify that I have confirmed my health and accident insurance policies will adequately cover me while participating in the Program; and, I hereby release, discharge and indemnify the Releases from and against all responsibility and liability for any injuries, illnesses, medical bills, charges and/or similar expenses I may incur while accessing the Property or while participating in the Program.

I hereby release, discharge and indemnify the Releases from and against all responsibility and liability for any injuries, illnesses, medical bills, charges and/or similar expenses which might arise out of or in connection with any emergency or medical attention.

I agree to participate in photographs, films, and/or interviews as they pertain to FSU, and I understand that such pictures, films, and/or interviews may be used, without compensation to me, to promote or publicize FSU events and/or demonstrate how federal funds are being used.

In signing this Waiver of Liability, I acknowledge and represent that I have fully informed myself of the content of this document by reading it before I signed it, that I have reviewed it, that understand what it means, that by signing it I am giving up any substantial legal rights I might otherwise have, and that I sign this document as a free act and deed.

I further state that I am fully competent to sign this Agreement; and that I execute this Waiver of Liability for full, adequate, and complete consideration fully intending to bind by the same myself and my family, heirs, administrators, successors, assigns, and/or personal representatives.

IN WITNESS WHEREOF, I have executed this release this _____ day of _____ 20____.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING

Participant's Signature

Date

If you are under the age of 18, your parent/guardians signature is also needed.

Parent/Guardian's Signature

Date