



UNIVERSITY OF CENTRAL FLORIDA

**Youth Protection Program
Participation Agreement and Waiver Form**

Program/Activity Information:

Name _____

Date(s): _____

Location: _____

Participant Information:

Participant's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Alternate Phone Number: _____

Date of Birth: _____

Release of Liability and Assumption of Risk

Notice: By signing this agreement you give up your right to bring legal action or recover compensation or obtain any other remedy for any injury or illness (whether caused by COVID-19 or otherwise) to yourself and/or your child and/or damage to your and/or your child's property or for your and/or your child's death however caused (whether caused by COVID-19 or otherwise) arising out of your and/or your child's participation in **any facilities and/or activities affiliated with the University of Central Florida** now or anytime in the future.

COVID-19: The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organization, and the State of Florida declared a public health emergency due to COVID-19. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death.

1. **General Indemnification:** I (parent/guardian name) _____

_____, the parent or legal guardian of the Participant, (participant's

name) _____, for the sole consideration, the sufficiency of which is hereby acknowledged, of my and/or my child's right to participate in the above reference event or program described as Program/Activity Name (the Program), do hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO**

INDEMNIFY AND HOLD HARMLESS for any and all purposes THE UNIVERSITY OF CENTRAL FLORIDA, THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, the STATE OF FLORIDA and the FLORIDA BOARD OF GOVERNORS and their respective officers, servants, agents, volunteers, or employees (herein collectively referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, INCLUDING DEATH**, that may be sustained by me and/or my child while participating in the Program in any way, whether caused by RELEASEES' negligence or otherwise, or while on the premises owned or leased by RELEASEES, or affiliated to the University of Central Florida. I acknowledge there may be physically strenuous activities. I know of no medical reason why I and/or my child should not participate.

2. COVID-19: As noted above, an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. *The University of Central Florida (UCF) holds as paramount the health and welfare of our community. Yet, we all must acknowledge that UCF cannot guarantee a COVID-19 free environment, and it would be false to suggest otherwise. Moreover, taking steps to reduce the risk of COVID-19 and its spread is the shared responsibility of every individual participating in the Program. All participants in the Program are required to comply with all laws, orders, ordinances, policies, regulations, as well as guidance adopted by UCF as it relates to COVID-19. This guidance may evolve as circumstances warrant. UCF may require participants to leave UCF or suspend participation in the Program in the event a participant's continued presence poses a health or safety risk to the UCF community and/or other participants and/or staff in the Program.*

3. COVID-19 Acknowledgement: Each participant in the Program hereby agrees to adhere to UCF expectations intended to minimize risk of exposure to COVID-19 consistent with public health guidance, including, but not limited to, practicing social distancing and wearing appropriate face coverings or masks per [UCF Policy EP-20-1](#). By initialing below, I hereby confirm that I have read, understood and hereby agree to abide by all UCF standards, guidelines and policies [_____].

4. COVID-19 Indemnification: In consideration for receiving permission for participation in the Program, I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** for any and all purposes THE UNIVERSITY OF CENTRAL FLORIDA, THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, the STATE OF FLORIDA and the FLORIDA BOARD OF GOVERNORS and their respective officers, servants, agents, volunteers, or employees (herein collectively referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, ILLNESS, INCLUDING DEATH**, that may be sustained by me and/or my child due to or in conjunction with contracting **COVID-19** while participating in the Program in any way, whether caused by RELEASEES' negligence or otherwise, or while on the premises owned or leased by RELEASEES, or affiliated to the University of Central Florida.

5. Assumption of Risk: I am fully aware that there are inherent risks involved with the **participation in the Program**, including but not limited to possible physical injury (including, but not limited to, broken bones, strains, sprains, bruises, concussions, heart

attack, heat exhaustion, burns, etc.) and loss of life, **and illness and/or death resulting from contracting COVID-19** while participating in the Program in any way, and I and/or my child choose to voluntarily participate in the Program with full knowledge that such use and/or participation may be hazardous to me/my and/or my child/child's health and/or my and/or my child's property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, ILLNESS, INCLUDING DEATH**, that may be sustained by me and/or my child as a result of participating in the Program. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, judgment, settlement, damage or costs, including court costs and attorney's fees for both the trial and appellate levels that may occur as a result of or in any way related to my and/or my child's participation in the Program, whether caused by RELEASEES' negligence or otherwise.

6. No Insurance: I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my and/or my child's participating in the Program, **including any injury, illness or death that I and/or my child may sustain**. As such, I am aware that I should review my and/or my child's personal insurance coverage.

7. Certification: I hereby certify that I am at least 18 years of age and am the legal guardian of the above-named child (Participant Name) and am legally competent to sign this release form. It is my express intent that this release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, and my child's heirs, assigns, and personal representatives, as well as myself and my child if I and/or my child am/are deceased, and shall be governed by the laws of the State of Florida.

I hereby represent that **I HAVE READ THIS RELEASE FORM IN ITS ENTIRETY AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS IT CONTAINS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY** as my own free act and deed; no oral representations, statements, or inducements apart from this release form have been made. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future.

SIGNED this _____ day of _____, _____.

Participant Name (Child's Name): _____

Parent or Guardian Printed Name: _____

Parent or Legal Guardian Signature: _____

Witness Printed Name: _____

Witness Signature: _____