



## **GENERAL RELEASE, INDEMNIFICATION, WAIVER, ASSUMPTION OF RISK, DISCHARGE, AND COVENANT NOT TO SUE**

This is a legally binding General Release, Indemnification, Waiver, Assumption of Risk, Discharge, and Covenant Not to Sue ("Release") made by me, \_\_\_\_\_ (the "Participant"), to Palm Beach Atlantic University, Inc. ("PBA").

The Participant fully recognizes that there are dangers and risks to which the Participant may be exposed by participating in the following activity on the identified dates ("Activity").

Event: \_\_\_\_\_

Date(s): \_\_\_\_\_

The Participant understands that PBA does not require the Participant to participate in Activity, but the Participant wants to do so, despite the possible dangers and risks, and herein grants this Release as a condition to his or her participation.

The Participant, individually and on behalf of his or her heirs, executors, administrators, and assigns, therefore agrees to assume and take on all the risks and responsibilities in any way associated with Activity. In consideration of being permitted to participate in Activity, the Participant, on behalf of his or her heirs, executors, administrators, and assigns, release, waive, forever discharge, and covenant not to sue PBA, its Board of Trustees, officers, agents, faculty, staff, employees, and any students acting as employees ("Releasees"), from and against any and all liability or claims (of any nature) for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which the Participant may have or which may hereafter accrue to the Participant, arising out of or related to any loss, damage, or injury, including but not limited to injury, suffering, and death, that may be sustained by the Participant or by any property belonging to, or the responsibility of, the Participant, whether caused by the negligence, carelessness, mistake, or failure to supervise of the Releasees or any third parties, or otherwise, while the Participant is participating in or while in, on, upon, or in transit to or from the premises where Activity, or any adjunct to Activity, occurs or is being conducted.

The Participant further, on behalf of his or her heirs, executors, administrators, and assigns, agrees to indemnify and hold harmless Releasees from and against any and all liability or claims (of any nature) for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that may result, directly or indirectly, from the negligent, careless, mistaken, grossly negligent or intentional act or omission of any Releasees while the Participant is participating in the Activity or while in, on, upon, or in transit to or from the premises where the activity, or any adjunct to the activity, occurs or is being conducted.

**THE PARTICIPANT RECOGNIZES THAT THIS RELEASE MEANS THE PARTICIPANT IS GIVING UP, AMONG OTHER THINGS, RIGHTS TO SUE RELEASEES FOR INJURIES, DAMAGES, OR LOSSES THE PARTICIPANT MAY INCUR AND IT OBLIGATES THE PARTICIPANT TO INDEMNIFY THE RELEASEES FOR ANY LIABILITY OR INJURY OR DEATH OF ANY PERSONS AND DAMAGE TO PROPERTY CAUSED BY THE PARTICIPANT. THE PARTICIPANT ALSO UNDERSTANDS THAT THIS RELEASE BINDS THE PARTICIPANTS HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, AS WELL AS THE PARTICIPANT.**

The Participant is aware of the Participant's expected conduct while participating in Activity. The Participant assures PBA that the Participant will act in the appropriate manner at all times during Activity commensurate with the principles of conduct set forth in the Navigator. Such conduct shall include time when in the company of PBA representatives and other participants and when the Participant may be physically separated from such individuals.

The Participant understands that during designated free time before, during, and after the period of Activity, the Participant may elect to travel independently and/or engage in recreational activities not associated with Activity (collectively, a "Non-PBA Sponsored Activity"). The Participant, individually, and on behalf of his or her heirs, executors, administrators, and assigns, therefore agrees to assume and take on all the risks and responsibilities in



any way associated with a Non-PBA Sponsored Activity, which includes, but are not limited to, infection, and infectious diseases, bacteria, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to all bones, joints, muscles, internal organs or other parts or portions of the body. In addition, the Participant agrees to release, hold harmless and indemnify the Releasees from and against any and all liability or claims (of any nature) for any harm, loss, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which the Participant may have or which may hereafter accrue to the Participant, arising out of or related to any loss, theft, damage, or injury, including but not limited to injury, suffering and death, that may be sustained by the Participant or by any property belonging to, or the responsibility of, the Participant, whether caused by the Participant's negligent, careless, mistaken, grossly negligent or intentional act or omission while the Participant is participating in a Non-PBA Sponsored Activity or by the negligence, carelessness, mistake, failure to supervise, gross negligence or intentional act or omission of any third party, or otherwise, while the Participant is participating in a Non-PBA Sponsored Activity or while in, on, upon, or in transit to or from the premises where a Non-PBA Sponsored Activity, or any adjunct to a Non-PBA Sponsored Activity, occurs or is being conducted.

If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

This Release shall be governed by the laws of the State of Florida, regardless of any law pertaining to choice of law. All disputes arising under this Release shall be submitted to mandatory and binding arbitration in West Palm Beach, Florida, and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. While mandatory arbitration is the agreed forum for resolving all disputes related to this Release, in the event of an attempt by one of the parties to file any suit, civil action or legal proceeding in state or federal court concerning, in any manner, the subject matter of this Release, the parties agree that any such suit, civil action or legal proceeding shall be brought in the courts of record of the State of Florida in Palm Beach County, or the United States District Court, Southern District of Florida, West Palm Beach Division. The foregoing venue selection clause does not constitute, and shall not be asserted as, a waiver of mandatory arbitration. In the event that any party to this Release shall commence any arbitration, suit, civil action, or legal proceeding to interpret or enforce this Release, the prevailing party in such action shall be entitled to recover that party's costs and expenses incurred in connection with the arbitration, suit, civil action or legal proceeding, including attorney fees and costs of an appeal, if any. This Release represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.

**The Participant has read this entire Release. The Participant has been given an opportunity to obtain the advice of an attorney and other advisors of the Participant's choosing prior to the execution of this Release. The Participant fully understands the Release and the Participant agrees to be legally bound by it.**

**The Participant certifies that the Participant is at least 18 (eighteen) years of age or older and fully competent.**

**THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.**

\_\_\_\_\_  
Participant's Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature