

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of receiving permission to utilize the exercise equipment located within the UFIT space located in the 720 Building, 720 S.W. 2nd Avenue, Gainesville, Florida 32611, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** The University of Florida Board of Trustees, the Board of Governors of the State of Florida, the State of Florida, and their officers, servants, agents, or employees (hereinafter referred to as "**RELEASEES**") from any and all liability, claim, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such athletic activity, or while in, on or upon the premises where the activity is being conducted.

To the best of knowledge, I am in good physical condition and am not aware of any physical infirmity which would place me at risk in using such equipment. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or cost, including court costs and attorney's fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named **RELEASEES**, I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida. In signing this release, I acknowledge and represent that I have read and understand it and sign it voluntarily; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I HAVE READ THIS WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Printed Name

Participant's Signature

Date Signed