

ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND INDEMNIFICATION

My child, _____, is not yet 18-years-old and will participate in the Florida Blue Key Speech and Debate Tournament from October 31, 2020 to November 1, 2020, (the “Tournament”). The Tournament is being run and organized by Florida Blue Key, a registered student organization of the University of Florida. The Tournament will be conducted online, featuring speech and debate competition in various public speaking events. This document (“Agreement”) covers all aspects of my child’s participation in the Tournament. In this Agreement, “Tournament Hosts” means Florida Blue Key, the University of Florida (“UF”), its trustees, officers, employees, trainees, students, volunteers, and agents.

1. Program Risks. I understand that participation in the Tournament is voluntary and involves risks that the Tournament Hosts cannot eliminate, including, among others, risk of property damage, illness, bodily injury, permanent disability, and death.

2. Assumption of Risk. I voluntarily take responsibility for all risks of participating in activities associated with the Tournament. I know of no medical reason why I/my child should not participate.

3. Release. In exchange for the Tournament Hosts allowing my child to participate in the Tournament, I release the Tournament Hosts, UF, the State of Florida, the Board of Trustees for UF, the Board of Governors for the State University System of Florida, and their members, officers, servants, agents, volunteers, or employees from all liability, legal and financial responsibility for any harm that I, my child, third parties or our property might suffer as a result of my child’s participation, even if the harm is caused by the Tournament Hosts’ negligence.

4. Indemnification. I agree to indemnify and hold the Tournament Hosts harmless from (that is to say, I agree to pay or reimburse the Tournament Hosts) for any costs, penalties, legal fees, or judgments (“Costs”) that the Tournament Hosts are obligated to pay related to my child’s participation in the Tournament, even if the Costs resulted from the Tournament Hosts’ negligence.

5. Governing Law and Jurisdiction. The laws of Florida shall govern and the courts of Florida shall interpret this Agreement.

6. Binding Agreement. This Agreement shall legally bind me, and my child, family members, spouse, estate, heirs, administrators, or personal representatives.

7. Severability. If a court decides that any part of this Agreement cannot be enforced, I agree to change that part to make it enforceable. If the unenforceable part cannot legally be changed, it will be severed, but the rest of the Agreement will remain in effect.

8. Signature. I agree that I have read and understood this Agreement, I am competent to sign it, and I do so voluntarily and without relying on anything the Tournament Hosts wrote or told me except what is written above. I understand that I am free not to sign this Agreement and to find a different program for my child.

Before you sign this Agreement, please read it carefully because it affects your legal rights.

I represent and warrant that I am either a participant over 18 years of age and/or (a) I am the parent or legal guardian of the minor named below, (b) no court has issued any order, judgment, or decree granting custody of the minor to anyone else or otherwise affecting my rights as parent or legal guardian, (c) the minor has not been emancipated, (d) I have the legal right, power, and authority to consent to this Agreement on behalf of the minor and myself, and (e) I am at least 18 years of age. I have read, and I understand, this entire Agreement. By signing below, I hereby consent to and approve in all respects the terms and conditions of this Agreement and the minor's execution of this Agreement and agree that both the minor and I shall be bound by all of its terms and conditions. I understand that this assumption of risk, release from liability and indemnification is not revocable.

Printed Name of Parent/Legal Guardian:

Signature of Parent/Legal Guardian: _____

Date: _____

Child's Name(printed): _____

Signature of Child: _____

Child's Birthdate: ____/____/____

**In case of emergency, contact _____ at the following
phone number(s)_____**

PERMISSION TO USE IMAGES AND RECORDINGS
OF YOUR CHILD AND HIS OR HER WORK

During the course of the Florida Blue Key Speech and Debate Tournament from October 30, 2020 to November 1, 2020 ("the Tournament"), the University of Florida, Florida Blue Key and its contractors, agents, and licensees (collectively referred to as "Tournament Hosts") may use photographs, videos, films, or other media to record or otherwise capture your child's name, image, likeness, appearance or voice or material resulting from his or her (consider "their") activities or performances (collectively referred to as "Images and Recordings"). As described below, this form allows the Tournament Hosts, to use those Images and Recordings.

In exchange for allowing your child to participate in the Tournament, you agree to the following:

1. You grant and license to the Tournament Hosts the permanent right to use the Images and Recordings in all types of media in connection with the Tournament and for other purposes that support the not-for-profit mission of the Tournament Hosts. This permission includes use of Language, Images and Recordings in any medium or format whatsoever now existing or hereafter created on any platform without further consent or any royalty, payment, or other compensation to you or your child.
2. Further, you hereby irrevocably permit and authorize the Tournament Hosts to identify your child by name, likeness, appearance, and/or voice in connection with the Tournament and advertising and promotion of the Tournament in perpetuity and in any medium or format whatsoever now existing or hereafter created on any platform without further consent from or any royalty, payment, or other compensation to you or your child.
3. Neither you nor anyone else acting on behalf of your child will have any right to approve or be paid for the Tournament's use of the Images and Recordings.
4. Neither you nor anyone else acting on behalf of your child will have any right to make a legal claim as a result of the Tournament's use of the Language, Images and Recordings, and any such claim is covered by the "Assumption of Risk, Release from Liability and Indemnification" that you have signed. In exchange for the Tournament Hosts allowing my child to participate in the Tournament, I release the Tournament Hosts, UF, the State of Florida, the Board of Trustees for UF, the Board of Governors for the State University System of Florida, and their members, officers, servants, agents, volunteers, or employees from all liability, legal and financial responsibility claims.

5.

I represent and warrant that I am either a participant over 18 years of age and/or (a) I am the parent or legal guardian of the minor named below, (b) no court has issued any order, judgment, or decree granting custody of the minor to anyone else or otherwise affecting my rights as parent or legal guardian, (c) the minor has not been emancipated, (d) I have the legal right, power, and authority to consent to this Agreement on behalf of the minor and myself, and (e) I am at least 18 years of age. I have read, and I understand, this entire Agreement. By signing below, I hereby consent to and approve in all respects the terms and conditions of this Agreement and the minor's execution

of this Agreement and agree that both the minor and I shall be bound by all of its terms and conditions. I understand that this consent and approval is not revocable.

Printed Name of Parent/Legal Guardian:

Signature of Parent/Legal Guardian: _____

Date: _____

Child's Name(printed): _____

Signature of Child: _____

Child's Birthdate: ____/____/____

**In case of an issue, contact _____ at the following
phone number(s)_____**