

PARTICIPANT CONSENT, RELEASE, & WAIVER OF LIABILITY

Read Carefully Before Signing

In consideration for my or my child's participation in **The 41st Annual Florida Blue Key Speech and Debate Tournament**, taking place on the University of Florida campus or in a University of Florida facility, on **October 31,2024-November 3,2024**, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the University of Florida Board of Trustees and their respective employees, agents, representatives, officers, trustees, members and volunteers ("RELEASEES") from any and all liability, claims, 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, my child, or to any property belonging to me or my child, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while participating in Activity or while in, on or upon the premises where Activity is being conducted.

Identification of Risk

I hereby acknowledge the following: (1) Activity involves and poses risk, inherent or otherwise, that cannot be entirely eliminated that may jeopardize my or my child's safety, health, and well-being; (2) I am aware that Activity involves physical exertion; (3) I understand that the dangers and risks of participation in Activity may include minor to serious injuries before, during, and after participation in Activity, physical, mental, or emotional injury or disability, or illness; and (4) I am aware that participating in Activity will involve risks for injuries which may include, but are not limited to, serious physical harm, serious neck and spinal injuries, serious injury to bones, muscles, joints, and other aspects of the muscular skeletal system, and serious injury or impairment to other aspects of my or my child's body, and risk of loss or damage to property owned by me, as a result of my child being engaged in such an Activity.

Acknowledgement of Risk

I am fully aware of the risks and potential hazards connected with participating in Activity, including but not limited to, the risk of personal injury from accidents or illness, and I hereby elect for myself or my child to voluntarily participate in Activity and engage in such knowing that Activity may be hazardous to my or my child's person. I acknowledge and agree that participation in Activity involves physical exertion, and I should consult with my medical professional before allowing my child to participate in such activity. I attest that (I am or) my child is physically fit to participate in Activity. **I understand that this Activity is not controlled, offered, sponsored or hosted by the University of Florida. Further, the University of Florida bears no ownership or responsibility for the Activity and any injury or damage that may occur during participation. This event requires parents, guardians, teachers, or chaperones to be responsible for the care, custody, or control of the minor participants. The University of Florida will not provide supervision or housing accommodations for this event.** Additionally, I agree that I or my child will follow any and all rules and safety precautions communicated by Activity instructor and/or those otherwise

applicable to Activity. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by me or my child, as a result of my or my child's participation in Activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

Waiver of Liability

I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that I may incur due to my participation in Activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. It is my express intent that this Participant Consent, Release and Waiver of Liability 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 Participant Consent, Release and Waiver of Liability shall be construed in accordance with the laws of the state of Florida. IN SIGNING THIS PARTICIPANT RELEASE, CONSENT AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age, fully competent and the parent or guardian of the child participant; I execute this Participant Consent, Release and Waiver of Liability for full, adequate and complete consideration, fully intending to be bound by same.

Printed Participant Name: _____

Printed Parent/Legal Guardian Name: _____

Signature of Parent/Legal Guardian: _____

Date: _____

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 31, 2024 to November 3, 2024 (“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)_____**