



**FAU Diving and Boating Safety Program
Release and Waiver of Liability**

READ THIS DOCUMENT COMPLETELY BEFORE SIGNING.

In consideration of the permission granted to Releasor (named below) by the Florida Atlantic University Board of Trustees (FAU) to participate in certain activities which shall consist, in whole or in part, of diving, both SCUBA and snorkeling, or boating commencing on the date this document is executed, the receipt of which permission is hereby acknowledged, Releasor, for himself/herself and his/her personal representatives, heirs, next of kin, executors, administrators and assigns, hereby forever releases, holds harmless, waives, discharges and covenants not to sue the Florida Atlantic University Board of Trustees the State of Florida, and their respective trustees, officers, agents, employees, and volunteers (hereinafter referred to as "Releasee"), from any and all actions, causes of action, damages, claims, demands or liabilities, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, including death, and any property damage, either known or unknown, which may occur as a result of or in connection with Releasor's participation in these activities, whether caused by the negligence of Releasees or otherwise.

Releasor hereby acknowledges that he/she has been fully advised of and has actual knowledge and conscious appreciation of the particular risks and dangers involved in these activities including, but not limited to, those risks and dangers involved in traveling to locations, being around and learning to use scientific equipment, spending periods exposed to the sun and weather, possibly voyaging upon vessels with its concomitant risks of motion sickness and grounding, diving with SCUBA equipment, and all other risks and dangers naturally inherent in boating, diving, snorkeling and swimming activities, and Releasor hereby acknowledges that he/she elects voluntarily to fully assume all such risks and confront all such dangers and to release and hold harmless Releasees as stated above.

Releasor represents that he/she has no health-related problems or conditions which preclude his/her participation in these activities. Releasor further represents that he/she has adequate health insurance, or other financial capability, necessary to provide for and pay any non-employment related medical costs that may directly or indirectly result from his/her participation in these activities. Notwithstanding anything herein to the contrary, with respect to FAU employees, nothing here shall waive or release the Releasor's rights to any workers compensation benefits, as applicable.

Releasor further understands that Releasees may record and/or photograph Releasor with a camera or other photographic, recording or electronic medium and consents to the use, publication or display of any such recordings for any promotional or educational purpose. Releasor waives all claims for compensation, liability or damage relating to any such use.

This document is governed by the laws of the State of Florida. Releasor expressly agrees that this document is intended to be as broad and inclusive as permitted by the law. Releasor hereby represents and warrants that he/she has carefully read this agreement and the FAU Diving and Boating Safety Manual, and agrees to abide by all standards therein. Releasor hereby represents and warrants that he/she is at least 18 years of age.

I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND VOLUNTARILY AGREE TO BE BOUND BY IT.

IF I AM AN FAU EMPLOYEE OR VOLUNTEER ACTING WITHIN THE COURSE AND SCOPE OF MY EMPLOYMENT OR VOLUNTEER RESPONSIBILITIES, MY RIGHTS WILL REMAIN PRESERVED.

Dated this _____ day of _____, 202__.

Name of "Releasor"

Releasor's Signature
(I certify that I am 18 years of age or older)