

# FLORIDA INTERNATIONAL UNIVERSITY

## RELEASE FORM

I, the undersigned, hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me arising as a result of engaging in field trips in Introduction to Marine Biology at FIU or any activities incidental hereto wherever or however the same may occur. I, for myself, my heirs, executors, administrators, and assigns hereby release, waive, discharge and relinquish any action or causes of action, of aforesaid, which hereafter arise for me and my estate, and agree that under no circumstances I will or my heirs, executor, administrators, and assigns prosecute, present any claim for personal injury, property damage, or wrongful death against the Florida Board of Regents, Florida International University, its facilities, or any of its officers, instructors, agents or employees for any of said causes of action, whether the same shall arise by the negligence of the said persons, or otherwise. IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE THE FLORIDA BOARD OF REGENTS AND FLORIDA INTERNATIONAL UNIVERSITY, THEIR RESPECTIVE OFFICERS, INSTRUCTORS, AGENTS OR EMPLOYEES, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

I have no physical condition that would prevent me from participating in this activity. I am in good health and physical condition. I understand the dangers involved in this kind of activity, including, but not limited to the risk inherent with travel.

I, the undersigned, have read this release and understand all its terms. I am 18 years of age or older and I executed voluntarily and with full knowledge of its significance.

SIGNATURE \_\_\_\_\_

NAME (Please Print) \_\_\_\_\_

DATE \_\_\_\_\_

PS. Bring a bag lunch and several bottles of water for the 3 hour field trip.

## **BISCAYNE NATIONAL UNDERWATER PARK INC.**

In consideration of the services of BISCAYNE NATIONAL UNDERWATER PARK INC., their officers, agents, employees, stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to "BNUP INC"), I agree as follows:

Although BNUP INC has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled. BNUP INC has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of the activity and can be the cause of loss or damage to my equipment, or accidental injury, illness or in extreme cases, permanent trauma or death. BNUP INC does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some but not all of these risks.

I acknowledge that I am a competent swimmer.

I am aware of the dangers of snorkeling.

I am aware that I will be snorkeling with a buddy and it will be our responsibility to plan our snorkel dive allowing for our limitations and the prevailing water conditions.

I will inspect all of my equipment prior to the activity and will notify the employees of BNUP INC if any of my equipment is not working properly.

I assume the responsibility to plan my snorkeling dive and snorkel according to my plan.

I also understand that on this open water snorkel trip I will be at a remote site and there will not be immediate medical care available to me. I expressly assume the risk of snorkeling in such a remote spot.

I am aware that open water snorkeling entails risks of injury or death to any participant. I understand that the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of BNUP INC has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself including all minor children in my care, custody and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives and estate and for all members of my family including minors accompanying me.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Under 18 Signature of Parent/Guardian \_\_\_\_\_

Print Name \_\_\_\_\_