

PARTICIPANT WAIVER AND HOLD HARMLESS FORM

FLORIDA ATLANTIC UNIVERSITY

1. In consideration for receiving permission to park private vehicles overnight on the _____ Campus, Lot _____ of the Florida Atlantic University campus ("FAU Campus") on _____, 20__ (referred to as OVERNIGHT PARKING), I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes the Florida Atlantic University Board of Trustees, Florida Atlantic University, and the State of Florida, and their respective officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR DAMAGES** that may be sustained to my person, my vehicle or my vehicle's contents while parked on the FAU Campus, or while on the premises owned or leased by RELEASEES, ***including injuries sustained as a result of the negligence of RELEASEES.***

2. I am fully aware that there are inherent risks involved with OVERNIGHT PARKING and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to my person or property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY** that may be sustained by my person, my vehicle, any of my vehicle's contents as a result of participating in said activity ***including injuries sustained as a result of the negligence of RELEASEES.*** I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity.

3. I understand that RELEASEES may not maintain any insurance policy, or insurance in only limited amounts, covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.

4. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Florida.

5. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

6. I understand that I am accepting the premises provided by the Releases' "as is." I have either inspected or been given the opportunity to inspect the premises provided by the Releases' and knowingly and voluntarily choose to proceed with the OVERNIGHT PARKING.

SIGNED this ____ day of _____, 20__.

Participant Signature: _____

Printed Name: _____

Parent or Legal Guardian Signature: _____

(If Participant is under 18 years old)

Parent or Legal Guardian Printed Name: _____

(If Participant is under 18 years old)

Witness Signature: _____

Witness Printed Name: _____

Make: _____

Model: _____

Color: _____

Year: _____

Tag #: _____

Z#: _____