

**Agreement, Release and Waiver of Liability**

In consideration of being permitted to participate in or assisting others in participating in the Sunshine State Games "Games", and related events and activities, on behalf of myself, or a minor child or ward, heir, next of kin, personal representative, successor or assign;

(1) I ACKNOWLEDGE, UNDERSTAND, DECLARE AND AGREE THAT:

(a) To the best of my knowledge, I am in Good Physical Condition and have no disease or injury that would be aggravated by participating in activities related to the Games;

(b) Participating or assisting others in participating in the Games may involve RISK OF INJURY TO ME, INCLUDING DEATH, LOSS OR DAMAGE TO ME OR MY PROPERTY, or other consequences, which might result not only from my own actions, inaction or negligence but also the actions, inaction or negligence of others, the rules of play, or the conditions of the premises or of any equipment used;

(c) There may be OTHER RISKS not known or not reasonably foreseeable; and Understanding All of the Above,

(2) I ASSUME ALL OF THE ABOVE RISKS AND RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TO SUE:

(a) the Gainesville Sports Organizing Committee dba Gainesville Sports Commission, the Makos Swim Club, the State of Florida or any of its agencies, Enterprise Florida, Inc. and the Florida Sports Foundation, Inc., their commissioners, employees or volunteers, coaches, trainers, officials affiliated with the international organizations, agencies, sponsors, or advertisers, the respective administrators, officers, directors, agents, representatives, employees, volunteers, coaches, trainers, officials or any other individuals affiliated with the Games;

(b) any affiliated subsidiary, successor, organization, or related companies or businesses, other participants, participating or sponsoring municipalities, governmental agencies, international organizations, agencies, sponsors, or advertisers, the respective administrators, officers, directors, agents, representatives, employees or volunteers of such entities or organizations;

(c) the National Congress of State Games (NCSG), the United States Olympic Committee (USOC) and/or their respective representatives, officers, directors, employees, agents, successors and assigns;

(d) owners, lessors and lessees of premises used to conduct the Games FROM ANY AND ALL LIABILITY FOR INJURY, INCLUDING DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, OR ANY OTHER CONSEQUENCE in connection with entry in or arising out of participation in, performance in or lack of performance in, including travel en route to and from the Games.

(3) I FURTHER AGREE THAT:

(a) Prior to participating as an athlete, I, or in the case of a minor, a parent or guardian, will INSPECT the facilities and equipment to be used, and if I believe same to be unsafe, I will immediately REPORT such condition(s) to the athletic coach, supervisor, or official connected with the Games of same and either DECLINE TO PARTICIPATE or ASSUME THE RISK of participating;

(b) I will ALLOW my PHOTOGRAPH, PICTURE or LIKENESS and/or VOICE to APPEAR in any official documentary, promotional (including any and all advertisements), television, radio or film coverage of the Games, WITHOUT COMPENSATION.

(C) I acknowledge and agree to the Florida Sports Foundation (FSF) refund policy. No refunds will be granted for withdrawals made less than fourteen (14) days prior to the start of competition. Late or on-site entries made less than fourteen (14) days prior to the start of competition are non-refundable. Any registration approved for a refund is subject to a \$15 administrative fee. All refund requests must be submitted in writing to games@flsports.com no less than fourteen (14) days prior to the start of competition. No refunds will be granted for cancellation due to inclement weather or acts of god. Events cancelled due to lack of participation shall be refunded upon written request to games@flsports.com received no more than fourteen (14) days following the end of scheduled competition.

(4) I CONSENT TO ALL EMERGENCY MEDICAL TREATMENT as may be deemed appropriate under existing circumstances by medical personnel or personnel associated with the Games.

(5) I GRANT PERMISSION TO RELEASE MEDICAL RECORDS to the Florida Sports Foundation, related to injury or illness, evaluation of injury or illness or treatment of injury or illness by on-site Games medical personnel or medical personnel contracted by the Florida Sports Foundation.

I HAVE READ THIS FORM IN ITS ENTIRETY AND HAVE PROVIDED TRUTHFUL INFORMATION.

\_\_\_\_\_  
Participant Name (print)

\_\_\_\_\_  
Participant Signature  
(if 18 years or older)

\_\_\_\_\_  
Date

Signature of Parent/Legal Guardian, individually and in the capacity as Parent/Legal Guardian is required if the Participant is under 18 years of age.

\_\_\_\_\_  
Parent/Legal Guardian Name (Print)

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date

*All participants must complete the Agreement, Release and Waiver of Liability in order to compete in the Sunshine State Games. Team entries should include copies of this form for each athlete that participates.*