



Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-3100

Office of Risk Management

TELEPHONE: (850) 599-3453
FAX: (850) 412-5438

DOMESTIC Travel Participation Agreement

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participation in off-campus activities.

References to Florida A&M University (henceforth referred to as FAMU) include Florida A&M University, acting by and through its Board of Trustees, the Florida Board of Governors, the State of Florida, its agents, officers, faculty and employees.

PARTICIPATION AGREEMENT

I, _____ freely choose and/or volunteer to participate in the
(Print Name)
trip to _____ on or about _____ to _____
(henceforth referred to as The Trip).

I fully understand that FAMU in no way represents, is not an agent of, and has no responsibility for, any third party, including without limitation any sponsor, that may provide any services including food, lodging, travel, or any services associated with The Trip. I agree to inform myself about the potential dangers of the areas I am traveling to and precautions which should be taken.

I have advised FAMU that there are no health or psychological conditions that preclude my participation in The Trip. I agree to make personal decisions and conduct my private life in an intelligent, prudent fashion, paying particular attention to local conditions. I agree to assume responsibility for the consequences of my own decisions and actions.

I understand that should I have or develop legal problems with any U.S., foreign nationals or government or other person/entity, I will attend to the matter personally with my own personal funds. I understand that FAMU is not responsible for providing any assistance under such circumstances and FAMU will not act as my legal representative if I am detained or arrested.

I agree that participating in any activity is an acceptance of risk of injury or death and property loss or damage. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what I will need for The Trip and to provide what I will need. I agree to make sure that I know how to safely participate in any activities, and I agree to observe any rules and practices which may be employed to minimize the risk of harm.

CONTINUE WITH THE NEXT PAGE

Page 1 of 5

I am also aware that there is certain behavior that is unacceptable and could lead to possible disruption of my participation in The Trip. I assure FAMU that I shall act in an appropriate manner at all times. Such behavior shall include times when in the company of other participants on The Trip **and** when I may be physically separated from the participants on The Trip.

As a FAMU **student** or **employee**, I will abide by the University's Codes of Conduct while on The Trip. I will not wear, use or do anything that would pose a hazard to myself or others, including using or ingesting any substance which could pose a hazard to myself or others. I agree that if I do not act in accordance with this agreement I may not be permitted to continue to participate in The Trip.

Initial _____ CONTINUE WITH THE NEXT SECTION

INFORMED CONSENT AGREEMENT

I understand that despite precautions taken, accidents and injuries may occur. I also understand that travel and other activities undertaken during The Trip may be potentially dangerous and that I may be injured and/or lose or damage personal property as a result of my participation. Therefore, **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not which may occur as a result of participating in an activity or contact physical surroundings or other persons; arising from travel by air, car, boat, bus, train or any other means.
- Death, injury or illness including food poisoning arising from the provision of food or beverage by restaurants or other service providers.
- Loss or injury as a result of a crime or criminal act, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
- Theft of or loss of my personal property while in transit or during The Trip.
- Natural disaster, weather, strikes, wars, hostilities or other disturbances, and alteration or cancellation of The Trip due to such causes.

I acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, sickness or injury, weather, strikes, or other unforeseen causes. I acknowledge and understand that FAMU assumes no liability whatsoever for any loss, damage, destruction, theft or the like to Participant's luggage or personal belongings, and that Participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold FAMU harmless therefrom.

I also acknowledge and understand that in the event I become detached from The Trip group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will bear all responsibility to seek out, contact, and reach The Trip group at its next available destination, and that I shall bear all cost attendant to seek out, contact and reach The Trip group at its next available destination.

I further acknowledge that the aforementioned is not inclusive of all possible risks associated with The Trip and in no way limits the extent or reach of this release and covenant not to sue. I further understand that participating in The Trip is an acceptance of risk of injury or death and property loss or damage.

Initial _____ CONTINUE WITH THE NEXT PAGE

MEDICAL CONSENT AND LIABILITY RELEASE

I understand and agree that FAMU does not have medical personnel available at the location of The Trip, during transportation, or anywhere in a foreign country.

I hereby grant permission for emergency medical service to be rendered as deemed necessary. I do hereby voluntarily consent and authorize FAMU, in the event of an accident, illness or injury to take whatever measures and actions considered necessary and warranted under the circumstances to protect, safeguard and minimize further injury to my health and safety. I understand that such actions may involve or require placement in a hospital or another medical facility for services and treatment. For these expenses I accept total responsibility. Any transportation expenses by any mode will be a debt and liability for which I accept total responsibility.

I hereby further declare, represent and agree, that in the event that FAMU has to exercise the above voluntarily given medical authorization and consent, that I hold harmless, release and forever discharge FAMU from any and all liability, damages, claims and demands whatsoever, including attorneys fees and court cost, which I or any heir or assigned will make.

I am aware of aware of my personal needs and hereby assure the University that I have consulted with a medical doctor, as I may have deemed necessary, with regard to any personal needs. Further, I am aware that the University cannot be responsible for attending to any medication needs of the undersigned.

Initial _____ CONTINUE WITH THE NEXT SECTION

FAMU'S RIGHTS AND POWERS

FAMU reserves the right and power to cancel without penalty the offering and conduct of The Trip and to withdraw any part of The Trip and to make any alterations, deletions, or modifications in the itinerary and /or The Trip as deemed necessary by FAMU.

Initial _____ CONTINUE WITH THE NEXT SECTION

RELEASE FROM LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in The Trip, I agree, to the fullest extent permitted by law, to **FOREVER RELEASE** and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, **HEREBY DO FOREVER RELEASE** FAMU from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against FAMU on the account of personal injury, bodily injury, property damage, death, accident or loss of any kind, arising out of or in any way related to my participation in The Trip and/or the use of facilities, equipment, or services in association with The Trip howsoever the injury or loss is caused, whether by the negligence of FAMU or otherwise.

Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in The Trip, I **COVENANT NOT TO SUE** and agree to **INDEMNIFY AND HOLD HARMLESS** FAMU from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation in The Trip and my use of facilities, equipment, or services in connection with The Trip.

CONTINUE WITH THE NEXT PAGE

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in The Trip and the use of facilities, equipment, or services in association with The Trip, and that I am voluntarily assuming all risks, whether known or unknown.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in The Trip and my use of facilities, equipment, or services in association with The Trip, and that by this agreement I am relieving FAMU of any and all liability for such loss, damage or death.

My signature indicates that I have read, understood, and freely signed this agreement. I further certify that I am at least eighteen (18) years of age and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will and fully intending to be legally bound by the same. This agreement is made in full, adequate and complete consideration of my participation in The Trip.

This agreement shall be construed and enforced in accordance with the laws of the State of Florida, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the State of Florida, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initial _____

CONTINUE WITH THE SIGNATURE PAGE

Page 4 of 5

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Participant name Printed:

Signature (if 18 years of age or older):

Date:

Address:

Telephone Number (s):

Pre-existing allergies, illness or injuries: _____

Print name of Parent / Guardian (if Participant is under 18 years of age or a dependent child):

Signature:

Date:

Address:

Telephone Number (s):

Emergency Contact Information For Participant

Name: _____

Address: _____

Telephone Number(s): _____

Participant and Parent signatures need not be notarized but must be witnessed.

Witness name Printed:

Signature of Witness:

Date:

Address:

Telephone Number (s):

****ORIGINAL DOCUMENT MUST BE KEPT IN THE OFFICE OF THE UNIT SPONSORING THE TRIP****