



Riverfront Park Adventure Experience
Acknowledgement of Risk and Release
Adult Form

Instructions: Please read this form carefully. Each participant's must sign this acknowledgement of risk form before participating in any of the outlined activities. Without all required signatures, the individual will not be permitted to participate in any of the activities.

I understand that my participation in the adventure activities at USF Riverfront Park is based on the philosophy of "challenge by choice." Challenge by Choice means that their participation in any activity is purely voluntary; each participant should pick the level of adventure they wish to participate in that also meets their physical ability. I am aware that the games, hiking, camping, high ropes course, low ropes course, group initiatives and/or canoeing ("Activities") I will participate in at USF Riverfront Park include certain elements of risk and danger inherent in the Activities which are beyond the control of the instructors, staff, agents, officers and employees of University of South Florida Board of Trustees ("USF") which include, but are not limited to, the following:

- Equipment defects or failures
- Strains, sprains, broken bones, muscle fatigue or over exertion.
- Asphyxiation, permanent brain damage, drowning
- Rope Burns, lacerations, and splinters
- Damage to neck, spinal cord, or back that may lead to permanent pain, discomfort, or paralysis
- Head trauma from hitting poles or falling objects
- Psychological strain, pressure from being in a high place
- Dangerous interaction with insects or wildlife
- Temporary or permanent disability, paralysis, or death

I also understand that an inherent risk of exposure to COVID-19 exists in any public place where people are present, including those with or without masks or additional personal protective equipment (PPE) or those who may be negligently using such PPE. COVID-19 is an extremely contagious disease that can lead to severe illness, prolonged or permanent disability, or death. According to the Centers for Disease Control, senior citizens and those with underlying medical conditions such as asthma (or other respiratory disease), heart disease, obesity, cancer, autoimmune disease, diabetes, sickle cell disease, or an otherwise weakened immune systems, are especially vulnerable.

Acceptance of Risk and Responsibility

HAVING A FULL UNDERSTANDING OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITIES, I VOLUNTARILY AGREE TO ACCEPT AND ASSUME ALL LIABILITY FOR ANY RISK OF INJURY, DEATH, ILLNESS, DISEASE, OR ANY PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES.

Release, Indemnification, and Hold Harmless

In consideration of USF allowing me to participate in the Activities, I hereby specifically and voluntarily release USF from any and all liability (including that stemming from USF's own negligence) and any demands, claims, or damages which arise as a result of my participation in the Activities.

I further agree to indemnify and hold harmless USF from all third-party claims for damages or liability (including attorney's fees and costs) arising from my acts or omissions while participating in the Activities.

No Medical Insurance

I understand USF carries no medical insurance for the protection of participants in the Activities, and any insurance coverage existing for the protection of participants in the Activities, participants are encouraged to carry their own personal medical coverage. Any insurance coverage existing with respect to USF shall not alter the terms of this waiver nor impose any liability on USF.

Publicity Release

I hereby grant USF the right to use, for promotional purposes, any videos, photographs, and recordings taken by staff or participants of me during participation of the Activities at Riverfront Park and its challenge course.

Representation of Physical Condition

The Activities often require vigorous exertion or effort. It is your responsibility to determine if you are fit and in good enough health to participate in the Activities. USF cannot provide medical advice to you. If you are in doubt, seek out the advice of your doctor. We will be glad to discuss the Activities with your doctor if necessary.

Acknowledgement of Effect of Release

I understand and acknowledge that by signing this release I have agreed not to assert legal claims, which I might otherwise possibly assert against USF, based on my participation in the Activities. I also understand and acknowledge that by signing this release I assume full responsibility and legal liability for the claims or other legal demands, including litigation costs, which may be asserted by spectator or other third parties against me as a result of my participation in the Activities. I further agree that this acknowledgement of risk and release of liability is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion is held invalid, it is agreed that the balances shall, notwithstanding, continue in full legal force and effect.

I, THE UNDERSIGNED, AM AT LEAST 18 YEARS OF AGE. I HAVE READ THIS ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I ACKNOWLEDGE THAT I AM SIGNING FREELY AND VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Signature

Printed Name

Date

Person to be contacted in case of emergency:

Phone