

FLORIDA INTERNATIONAL UNIVERSITY

FIU Athletic Facilities

RELEASE FORM

In consideration for Florida International University allowing me to use FIU Athletic Facilities (“Facility”) and undertake all activities related thereto:

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 out of or related to my use of the Facility or any activities incidental hereto, whenever or however the same may occur. I further agree that under no circumstances will I or my heirs, executors, administrators, and assigns prosecute, present any claim for personal injury, property damage, or wrongful death against the State of Florida, The Florida International University Board of Trustees, FLORIDA INTERNATIONAL UNIVERSITY, FIU Athletics Finance Corporation, FIU Foundation, Inc. or any of their officers, coaches, instructors, agents or employees for any of said causes of action relating to my use of the Facility, whether the same shall arise by the negligence of any said persons, or otherwise. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or conduct by the State of Florida, Florida International University Board of Trustees, Florida International University, FIU Athletics Finance Corporation, FIU Foundation, Inc. and/or their respective officers, coaches, instructors, agents or employees.

I HAVE READ THE ABOVE RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THE STATE OF FLORIDA, THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND FLORIDA INTERNATIONAL UNIVERSITY, FIU ATHLETICS FINANCE CORPORATION, FIU FOUNDATION, INC., THEIR RESPECTIVE OFFICERS, COACHES, INSTRUCTORS, AGENTS OR EMPLOYEES, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHER CAUSE OF ACTION ARISING OUT OF OR RELATED TO MY USE OF THE FACILITY.

I further acknowledge that in the course of my use of the Facility and any of the activities related thereto which I wish to undertake, I expose myself to risk, known and unknown, of personal injury that could be painful, permanently disfiguring or debilitating and fatal. I, for myself and any other person or entity claiming through me, accept full responsibility for such activity. I understand and assume the accompanying risk of physical injury or death from such activity.

I have no knowledge of any physical impairment or disability that would be affected by my use of the Facility.

I understand that I am not permitted to give any kind of benefits to Student Athlete’s (e.g. free tickets, meals, shirts etc.). See bylaw 16.02.3 (Extra Benefit) below as this will jeopardize the SA’s eligibility.

|  |
| --- |
| **Title:**16.02.3 - Extra Benefit. |
| An extra benefit is any special arrangement by an institutional employee or a representative of the institution's athletics interests to provide a student-athlete or the student-athlete's relative or friend a benefit not expressly authorized by NCAA legislation.  Receipt of a benefit by student-athletes or their relatives or friends is not a violation of NCAA legislation if it is demonstrated that the same benefit is generally available to the institution's students or their relatives or friends or to a particular segment of the student body (e.g., international students, minority students) determined on a basis unrelated to athletics ability. *(Revised: 1/10/91)* |

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME (please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_