

**INTRAMURAL SPORTS
WAIVER, RELEASE, AND INDEMNITY AGREEMENT**

This Waiver, Release, and Indemnity Agreement is executed by _____
_____ (“Participant”) and given to Daytona State College
 (“College”). Participant agrees as follows: Participant has voluntarily chosen to participate
in College’s intramural sport _____ during the 2024-2025
academic year (the “Activity”).

Participant understands there are inherent health and safety hazards (including, without limitation: falling; slipping; tripping; colliding with the ground, equipment, or other participants; abnormal blood pressure; fainting; dizziness; disorders of heart rhythm; exposure to contagious viruses, infections, diseases, illnesses, epidemics, or pandemics (including without limitation COVID-19); risks of personal injury may range from minor injuries (e.g., scratches, bruises, cuts and sprains; dental/ mouth injuries) to major injuries (e.g., muscle, joint, ligament, tendon, bone, back, eye (including blindness), or ear (including deafness) injuries; heart attacks; strokes; concussions) to catastrophic injuries (e.g., serious head or spinal injuries and paralysis); temporary to long-term autoimmune conditions, health effects, symptoms, syndromes, and conditions; death; and/or property damage associated with the Activity. Participant knowingly assumes such risk.

Participant understands College’s property insurance only covers property owned by College and does not cover damage to or theft of Participant’s personal property. Participant accepts all risks of personal property damage or theft related in any way to the Activity and agrees College will not be responsible for such damage or theft. Participant certifies Participant has no medical condition—including symptoms of or positive test results for COVID-19—within 10 days of the participation in the Activity that would preclude or restrict Participant’s participation in the Activity or increase the risk to Participant or other participants participating in the Activity. Participant certifies Participant has adequate health insurance protection to cover the expense of any unforeseen accident, illness, or injury and understands College does not carry insurance that would respond to any illness or injury sustained by Participant during the Activity. College is not responsible for any medical bills (including copays and deductibles) Participant may incur. Subject to ADA requirements, Participant recognizes College is not obligated to attend to any of Participant’s medical or medication needs, and Participant assumes all risk and responsibility therefore.

Participant agrees to participate in the Activity for only the length of time Participant can accomplish the Activity safely and the Activity is within Participant’s ability and skill level. Participant will immediately end participation and seek medical attention if Participant becomes injured or ill during the Activity, including experiencing any symptoms of a concussion during or following participation in the Activity. Thereafter, Participant is

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prohibited from participating in the Activity until Participant receives medical clearance and release from a qualified physician to return to participation in the Activity. If requested by College, Participant must provide a copy of the medical clearance and release to the College prior to returning the participation in the Activity.

Participant authorizes College, at College's sole discretion, to administer to or seek for Participant first aid and other emergency medical services, (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR), defibrillation, and transportation to a hospital). However, Participant acknowledges that representatives of College may not be present or may not elect or be able or competent to administer or seek such aid, services, or transportation.

Participant will engage in the Activity in a prudent and cautious manner. Participant hereby covenants and agrees not to (i) interfere with the lawful running or operation of the Activity or equipment used in connection with the Activity or (ii) engage in any harmful conduct or willfully or negligently engage in any conduct which contributes to or causes injury to any person. Participant will not consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Activity. Participant agrees to abide by: (i) all policies, rules, and regulations of Daytona State College, including the Daytona State College Code of Conduct, and (ii) all rules, directions, precautions, and guidelines issued by Daytona State or its representatives, by any associated individuals, institutions, organizations, or by the United States Government. Participant will take good care of the equipment Participant uses during the Activity. Participant may be expelled from the Activity for violation of these codes or policies and/or for misconduct, as well as subject to sanction under College's policies. College has the right to expel Participant for inappropriate conduct or other behavior by Participant deemed detrimental to other participants or the best interests of the Activity or make cancellations, substitutions or changes in case of emergency, changed conditions, health and safety considerations, or in the interest of the Activity, in its sole discretion. In such case, College will not be liable for any fees or expenses incurred by Participant. If Participant leaves or is expelled from the Activity for any reason, there will be no refund of fees already paid. Participant agrees to be responsible for any and all costs arising from voluntary or involuntary withdrawal from the Activity prior to its completion, including withdrawal caused by illness or disciplinary action.

Participant grants permission for the use of and hereby fully releases the use of Participant's image in any photographs, recording (including video and/ or sound), or other media containing Participant's image ("Images") made in connection with the Activity to College. The Images may be used without restriction for the benefit of College in any and all publications or media, in any form, including on any of College's web sites or social media sites, without further consideration, and Participant acknowledges College's right to so use

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the Images at its discretion. Participant understands all rights to the Images belong exclusively to College including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints of the Images throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of the following rights in the Images: publication and sale of the Images in clothbound and paperback books; publication and sale of the Images in cards, posters, pictures, brochures, dramatic, motion picture, video, DVD (sight and sound), broadcast (television) and electronic, mechanical or visual reproduction rights (including intranet, internet, microfilm and computer) and admissions materials; and any and all future and other rights not specifically enumerated for the benefit of College. The above statement of release also covers the use of any quote and/or testimonial given by Participant during or about the Activity.

In consideration of participating in the Activity, in full recognition and appreciation of the dangers and hazards inherent in participating in the Activity, Participant hereby agrees to assume all of the risks and responsibilities surrounding participation in the Activity. PARTICIPANT, FOR PARTICIPANT'S SELF, HEIRS, AND PERSONAL REPRESENTATIVE(S), HEREBY AGREES TO DEFEND, HOLD HARMLESS, INDEMNIFY, RELEASE, AND FOREVER DISCHARGE COLLEGE, ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND ACTIONS OR CAUSES OF ACTION, ON ACCOUNT OF DAMAGE TO PERSONAL PROPERTY, LOSS OF PERSONAL PROPERTY, OR PERSONAL ILLNESS OR INJURY, INCLUDING DEATH WHICH MAY RESULT FROM SUCH PARTICIPATION IN THE ACTIVITY, INCLUDING CLAIMS BASED UPON THE NEGLIGENCE OF COLLEGE (WHETHER CHARACTERIZED AS NEGLIGENCE OR GROSS NEGLIGENCE), ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS.

Participant understands Participant can only participate on one (1) men's/women's team and one (1) co-ed team per sport. Violation of this rule disqualifies all teams affected from tournament play or playoff games. Participant certifies Participant has read and understands the above statements and they are true and accurate, and the signing of this Waiver, Release, and Indemnity Agreement is completely voluntary.

Participant's Signature: _____

Date: _____

Daytona State Student ID: _____

Participant's Emergency Contact Printed Name:

Relationship to Participant: _____

Participant's Emergency Contact Phone Number: _____

If Participant is under the age of 18 years, signature of parent or legal guardian is required.

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN DAYTONA STATE COLLEGE USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM DAYTONA STATE COLLEGE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND DAYTONA STATE COLLEGE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Parent/ Legal Guardian's Printed Name: _____

Parent/ Legal Guardian's Signature: _____

Date: _____