

**FLORIDA SOUTHERN COLLEGE COVID-19
ACKNOWLEDGEMENT OF FACT, WAIVER OF LIABILITY,
COVENANT NOT TO SUE, INDEMNIFICATION,
AND HOLD HARMLESS AGREEMENT**

In consideration for and as a prerequisite of my attending activities and using the facilities at Florida Southern College I hereby knowingly and fully enter into this **COVID-19 ACKNOWLEDGEMENT OF FACT, WAIVER OF LIABILITY, COVENANT NOT TO SUE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT**.

1. ACKNOWLEDGEMENT OF FACT

I acknowledge the contagious nature of Covid-19 and that the CDC and many other public health authorities continue to recommend safety measures to decrease the contracting of the virus. I acknowledge that Florida Southern College has put into place preventative measures to reduce the spread of Covid-19, but cannot guarantee that I will not become infected with Covid-19 while attending activities at and using the facilities at Florida Southern College. I acknowledge that the risk of becoming exposed and/or infected by the Covid-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to Florida Southern College staff, and other Florida Southern employees and/or participants in the activities covered by this liability waiver. I am voluntarily attending activities at and using the facilities at Florida Southern College and acknowledge that I am increasing my risk to the exposure to Covid-19. I agree to comply with all set procedures to reduce the spread while attending activities at Florida Southern College. I attest that: (1) I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell; (2) I have not traveled internationally within the last fourteen (14) days; (3) I have not traveled to a highly impacted area in the United States of America within the last fourteen (14) days; (4) I do not believe I have been exposed to someone with a suspected and/or confirmed case of Coronavirus/Covid-19; (5) I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities; (6) I am following all CDC recommended guidelines as much as possible in limiting my exposure to the Coronavirus/Covid-19.

2. WAIVER OF LIABILITY AND COVENANT NOT TO SUE

I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Florida Southern College, its board, officers, administrators, servants, agents, coaches, and/or employees (collectively, "RELEASEES") from any and all liability, claims, demands, actions, and causes of action, whatsoever arising out of or related in any way to any loss; damage; illness; and/or injury, including but not limited to death, that may be sustained by me arising from exposure to Covid-19 **WHETHER CAUSED BY ANY NEGLIGENCE, SIMPLE OR GROSS, OF THE RELEASEES, THE ORGANIZER, OR ANY PARTICIPANT IN THE ACTIVITY FOR WHICH I AM PARTICIPATING OR USING THE FACILITIES**, or otherwise, arising out of my attendance at or participation in the activity or use of the facilities.

3. INDEMNIFICATION AND HOLD HARMLESS

I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage, or cost, including court costs and attorney's fees that may be incurred due to my attendance at the activity or use of the facilities that results in any way from exposure/contracting Covid-19, **WHETHER CAUSED BY THE NEGLIGENCE, SIMPLE AND/OR GROSS, OF THE RELEASEES THE ORGANIZER, OR ANY PARTICIPANT IN THE ACTIVITY**, or otherwise. This agreement to indemnify and hold harmless includes claims made by me; my parent(s) or legal guardian(s); or other persons arising out of injury to me or to claims of coparticipants or others arising from my conduct during the Athletic Event.

4. KNOWING AND VOLUNTARY EXECUTION

It is my intent that this Covid-19 Acknowledgement of Fact, Waiver of Liability, Covenant Not to Sue, Indemnification, and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased, and shall be deemed as a complete acknowledgement of fact, release, waiver of liability, covenant not to sue, and agreement to indemnify and hold harmless regarding the above-named RELEASEES. I hereby further agree that this Covid-19 Acknowledgement of Fact, Waiver of Liability, Covenant Not to Sue, Indemnification, and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida, and that the proper venue for any litigation pertaining to this Acknowledgement of Fact, Waiver of Liability, Covenant Not to Sue, Indemnification, and Hold Harmless Agreement shall be only in Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa Division. In signing this Covid-19 Acknowledgement of Fact, Waiver of Liability, Covenant Not to Sue, Indemnification, and Hold Harmless Agreement, I acknowledge and represent that: I have read this form in its entirety, understand it, and sign it voluntarily as my own free act and deed; no oral representations have been made to me different than what is contained in this document; I am at least eighteen (18) years of age and fully competent to execute this agreement or, if am under eighteen (18) years of age, that my undersigned parent or legal guardian is fully competent to execute this agreement on my behalf; I have been given the opportunity to have my own attorney review this document prior to signing; and I execute this Covid-19 Acknowledgement of Fact, Waiver of Liability, Covenant Not to Sue, Indemnification and Hold Harmless Agreement for full, adequate and complete consideration, fully intending to be bound by the same.

Witness Signature

Participant Signature

Printed Name

Printed Name

Parent or Legal Guardian
(if participant is under 18 years of age)

Date Signed

Date Signed