

## FLORIDA EXPLORERS BOOT CAMP RELEASE AND HOLD HARMLESS AGREEMENT

**Assumption of Risk, Waiver:** In consideration of the Florida Explorer Boot Camp providing services to me and permitting me to participate in the below described event or program, on behalf of myself, my heirs, personal representatives, or assigns, I assume all risks and hereby release, waive, discharge, and covenant not to sue the FLORIDA EXPLORER BOOT CAMP, its volunteers, agents and contractors, from liability from any and all claims arising from or relating to my participation in FLORIDA EXPLORERS BOOT CAMP, which includes, but is not limited to, the following activities: Water Safety, Firearms Training, Simunition Training, Defensive Tactics Training, Rappelling, Obstacle Course and Ropes Course, as well as being transported to and from any on / off-site location and approaching, entering or using any facilities of the FLORIDA EXPLORERS BOOT CAMP. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising directly or indirectly from participation in activities, classes, instruction, observation, related activities in a non-supervised setting and use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of or theft of property.

**Indemnification, Hold Harmless:** I also agree to hold harmless and indemnify the FLORIDA EXPLORERS BOOT CAMP, its volunteers, agents, contractors and insurance carriers from all claims (whether initiated by me or by a third party) and to reimburse them for any expenses incurred as a result of my involvement in the above described event or program. I further agree to pay all expenses, including court costs and attorneys' fees, incurred by the FLORIDA EXPLORERS BOOT CAMP and the aforementioned parties in investigating and defending a claim or suit resulting from my participation in any FLORIDA EXPLORERS BOOT CAMP fitness and conditioning activities.

**Severability and Venue:** I further expressly agree that the foregoing waiver, indemnity and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the laws of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. I also agree that if legal action is brought, it must be brought in Monroe County, Florida.

**Acknowledgment of Understanding:** I have read this waiver of liability, indemnification, and assumption of risk agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be bound hereby.

## PARTICIPANT

Signature

Print Name

PARENT OR LEGAL GAURDIAN (Required if Participant is under the age of 18)

\_\_\_\_\_Date: \_\_\_\_\_

Signature

Print Name