



**RSMAS GROUP TOUR AT THE UNIVERSITY OF MIAMI**

**CONSENT, WAIVER AND RELEASE AGREEMENT  
PLEASE READ CAREFULLY**

IN CONSIDERATION of being permitted to participate in the RSMAS Group Tour being held at the Rosenstiel School of Marine & Atmospheric Science at the University of Miami on \_\_\_\_\_ at \_\_\_\_\_. I, \_\_\_\_\_, hereby agree as follows:

1. I acknowledge and expressly consent to participating in the RSMAS Tour being held at the Rosenstiel School of Marine & Atmospheric Science at the University of Miami on \_\_\_\_\_.
2. I acknowledge that my participation and presence at the RSMAS Group Tour may expose me to risks and dangers, some being inherent in the nature of the activity, some resulting from human error and negligence on my part and/or on the part of other personnel working or participating in the activity. I acknowledge that any of the above-referenced risks and dangers may cause damage or loss of personal property, personal injury and even death, and I fully assume and accept these risks and dangers.
3. I understand that my participation in RSMAS Group Tour activities is entirely voluntary on my part and I agree that it is my responsibility to (1) act within the limits of my ability; (2) heed all warnings about participating in any activity; (3) control my person, equipment and devices used to participate in an activity; and (4) not act in any way that may cause injury/death or contribute to the injury/death of others or to myself while participating in any activity.
4. I hereby agree to assume and take on all of the risks and responsibilities in any way associated with my participation in the RSMAS Group Tour. I hereby agree to release, waive, indemnify and hold harmless the University of Miami, its officers, directors, trustees, employees, faculty, students, volunteers, agents and representatives (collectively, referred to as the "University") from any and all claims, demands, damages, causes of action, suits, whether in law or in equity or however caused, against, including without limitation, any damage to or loss of personal property, any personal injury and/or death, which I may have or may acquire as my presence and participation in the RSMAS Group Tour, including, without limitation, damage, loss, injury and/or death caused by the negligence, in whole or in part, of me, the University or any third party.
5. I understand and agree that this Consent, Waiver and Release Agreement applies whether the University of Miami is at fault or not.

6. I hereby authorize the University of Miami, its employees, agents, contractors, sub-contractors, volunteers, vendors and staff members to take such photographs, video recordings and/or live transmission(s) of me in whole, or in part, as they may wish (the "Images"). These entities listed herein may use and publish the Images in such places, including without limitation, any printed or electronic media or publications, television, cable, the World Wide Web, and any other media. I hereby waive any rights I have or may have to inspect, edit, modify and/or approve the finished product that may be used hereunder or the specific use to which it may be applied.
7. I understand and agree that the University of Miami may not have medical personnel available at the location of the RSMAS Group Tour. I hereby grant permission to the University of Miami to authorize emergency medical treatment, if necessary, and agree that such action by the University of Miami shall be subject to the terms of this Consent, Waiver and Release Agreement. I understand and agree that the University of Miami assumes not responsibility for any injury or damage which might arise out of connection with such authorized emergency medical treatment.
8. I understand that in securing the execution of this Consent, Waiver and Release Agreement, the University of Miami is acting as agent or trustee on behalf of or for the benefit of its respective employees, agents, officials, faculty, students, servants and representatives, whether paid or unpaid, who shall to this extent be, or be deemed to be, parties to this Agreement.
9. This Consent, Waiver and Release Agreement shall serve to benefit and bind the University of Miami and myself and our respective heirs, executors, administrators, successors and assigns.
10. This Consent, Waiver and Release Agreement shall be governed and construed in accordance with the laws of the State of Florida, and any dispute arising from or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Miami-Dade County.
11. I certify that I have read the terms of this Consent, Waiver and Release Agreement and understand its contents, and that I wish to be bound by its terms.

**I UNDERSTAND THAT THERE ARE RISKS OF INJURY INVOLVED IN MY PARTICIPATION IN THE RSMAS GROUP TOUR AND I VOLUNTARILY ASSUME SUCH RISK. IT IS MY INTENTION BY SIGNING THIS CONSENT, WAIVER AND RELEASE AGREEMENT TO EXEMPT AND RELIEVE THE UNIVERSITY OF MIAMI FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY MY NEGLIGENCE, OR THE NEGLIGENCE OF ANY OTHER PERSON(S) PARTICIPATING IN, OR AFFILIATED WITH, RSMAS GROUP TOUR.**

I affirm that I am 18 years of age and over.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date