



GROUP TOUR AT THE UNIVERSITY OF MIAMI ROSENSTIEL SCHOOL

CONSENT, WAIVER AND RELEASE AGREEMENT
PLEASE READ CAREFULLY

IN CONSIDERATION of being permitted to participate in the Rosenstiel School Group Tour being held at the Rosenstiel School of Marine, Atmospheric, and Earth Science at the University of Miami on _____ [DATE]. I, _____ [FIRST & LAST NAME], hereby agree as follows:

1. I acknowledge and voluntarily consent to participate in the Rosenstiel School Group Tour at the Rosenstiel School of Marine, Atmospheric, and Earth Science at the University of Miami.
2. I understand that my participation and presence during the Rosenstiel School Group Tour may expose me to risks and dangers, including inherent risks and risks arising from my own actions or the actions or negligence of others, which may result in damage or loss of personal property, personal injury, or death. I knowingly and voluntarily assume all such risks and responsibilities associated with my participation.
3. I agree to act within my abilities, follow all instructions and warnings, maintain control of my conduct and any personal equipment or devices, and refrain from any actions that may cause harm to myself or others.
4. I hereby release, waive, indemnify, and hold harmless the University of Miami, its trustees, officers, directors, employees, faculty, students, volunteers, agents, and representatives (collectively, the "University") from any and all claims, demands, damages, losses, liabilities, causes of action, or suits of any kind, whether in law or equity, arising out of or related to my participation in the Rosenstiel School Group Tour, including but not limited to claims for personal injury, property damage, or death, whether caused in whole or in part by the negligence of the University, myself, or any third party. This Agreement applies regardless of whether the University is at fault.
5. I authorize the University and its employees, agents, contractors, volunteers, and representatives to photograph, video record, livestream, or otherwise capture images or recordings of me, in whole or in part, and to use such images or recordings in any media, including print and electronic media, for lawful purposes. I waive any right to inspect, approve, or control the use of such images or recordings.
6. I understand that medical personnel may not be available at the location of the Rosenstiel School Group Tour. I authorize the University to obtain emergency medical treatment on my behalf if necessary and agree that the University assumes no responsibility for any injury or damage resulting from such authorized medical treatment.
7. In executing this Agreement, the University is acting for the benefit of its employees, agents, officials, faculty, students, volunteers, and representatives, whether paid or unpaid, who are deemed third-party beneficiaries of this Agreement.

8. This Agreement is binding upon me and my heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of the University.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any dispute arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Miami-Dade County, Florida.
10. I certify that I am eighteen (18) years of age or older, that I have read and fully understand the terms of this Consent, Waiver and Release Agreement, and that I voluntarily agree to be bound by its terms.

I UNDERSTAND THAT THERE ARE RISKS OF INJURY INVOLVED IN MY PARTICIPATION IN THE ROSENSTIEL SCHOOL 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, ROSENSTIEL SCHOOL GROUP TOUR.

Signature

Printed Name

Date