

RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISKS (the "Release") is executed by _____ (the student) whose address is _____ in favor of the COLLEGE OF PSYCHOLOGY and NOVA SOUTHEASTERN UNIVERSITY, INC., a Florida not for profit corporation (the "University"), whose address is 3301 College Avenue, Fort Lauderdale, Florida 33314.

1. **PARTICIPATION IN THE ACTIVITY**: For and in consideration of my child being allowed to participate in the NSU Behavioral Neuroscience Summer Training Program scheduled to occur from July 11, 2016 to July 22, 2016, I as the parent and/or legal guardian, acknowledge that my child's participation in the Activity is purely voluntary and not required as a part of any academic program or otherwise to participate in the Activity.

2. **WAIVER OF UNIVERSITY LIABILITY FOR DANGERS AND RISKS**: I understand that there are certain dangers, hazards, and risks inherent in the use of the equipment and the activities to be engaged in during the Activity including, but not limited to, personal injuries such as scratches, bruises, sprains, but to serious injuries such as eye injuries, back injuries and lacerations. I further understand that the University cannot and does not assume responsibility for any such personal injury, death or property damage.

3. **ASSUMPTION OF RISKS**: Notwithstanding the dangers, hazards, and risks involved, and in consideration of my child being permitted to participate in the Activity: (i) I agree to assume all the risks surrounding my child's participation in the Activity and in the activities he/she undertakes in connection therewith; and (ii) I release and forever discharge the University, its trustees, officers, agents, and employees (hereafter collectively called the "Releasees"), from any and all liability for any injury, damage, claim, demand, action, cost, and expense of any nature that my child may at any time have or incur, arising out of or in any manner related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by my child or by any property belonging to me or my child, while participating in the Activity.

4. **DISCLAIMER OF UNIVERSITY RESPONSIBILITY**: I understand and agree that the University and Releasees are:

- (i) not responsible or liable for any injury, damage, loss or expense due to sickness, weather, strikes, hostilities, wars, natural disasters, terrorism, or other such causes,
- (ii) not responsible or liable for disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom, and
- (iii) not responsible or liable for any loss, damage, or theft of my child's property or other personal belongings.

5. **RESPONSIBILITY FOR MEDICAL NEEDS**: I represent to the University that I am aware of my child's personal medical needs and that there are no health-related reasons or problems that preclude or restrict my child's participation in the Activity. I further understand and agree that

- (i) the University is not responsible for attending to any of my child's medical or medication needs;
- (ii) I (we) assume all risks and responsibility for my child's medical and medication needs; and
- (iii) if my child is required to be hospitalized at any time during the Activity, the University does not assume any legal responsibility for payment of such costs.

6. **EMERGENCY MEDICAL TREATMENT**: I grant the Releasees permission to authorize emergency medical treatment, including surgery, and I agree that such action by the Releasees shall be subject to the terms of this Release. I understand and agree that Releasees assume no liability or responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

7. **BINDING NATURE OF RELEASE:** It is my express intent that this Release shall bind the members of my family (including my spouse, if any) if I am alive, and my heirs, personal representatives, successors, and assigns if I am deceased.

8. **INDEMNIFICATION:** I agree to indemnify, defend and hold the Releasees harmless from any liability, claim, action, damage, loss, fine, penalty, cost or expense, including, without limitation, reasonable attorney's fees, of every kind or nature asserted by any party against the Releasee or incurred by any Releasee and arising directly or indirectly from or in connection with my child's participation in the Activity or any of the activities my child engages in during the Activity. The provisions of this section shall survive the expiration or earlier termination of this agreement.

9. **DISCLOSURE: THE UNIVERSITY HAS INFORMED ME THAT BY SIGNING THIS DOCUMENT I RELEASE AND WAIVE CERTAIN LEGAL RIGHTS THAT I OTHERWISE MIGHT HAVE, AND THAT I SHOULD READ THE DOCUMENT CAREFULLY AND UNDERSTADN IT FULLY BEFORE SIGNING.**

10. **REPRESENTATIONS:** I represent to the University that (i) I have read this Release and fully understand its contents and the effect of its terms and provisions, (ii) I sign this Release as my own free act and deed, (iii) with respect to the matters set forth in this Release, no oral representations, statements or inducements other than those expressly contained herein have been made to me by any of the Releasees, (iv) I am over eighteen (18) years of age and fully competent to sign this Release and (v) I execute this Release for complete and adequate consideration, fully intending to be bound by the same.

15. **GOVERNING LAW:** I agree that this Release shall be construed in accordance with the laws of the State of Florida.

16. **PARTIAL INVALIDITY:** If any term or provision of this Release shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law governing this Release, then I agree that all remaining terms and provisions shall not be affected thereby.

I HAVE READ THIS DOCUMENT CAREFULLY, FULLY UNDERSTAND ITS CONTENTS, KNOW THAT IT IS LEGALLY BINDING, AND ACKNOWLEDGE THAT BY SIGNING BELOW I MAY RELEASE AND WAIVE CERTAIN LEGAL RIGHTS THAT I OTHERWISE MIGHT HAVE.

Student's Name (Please print)

Student's Signature

Parent and/or Legal Guardian's Name (Please print)

Parent and/or Legal Guardian's Signature (Required if participant under 18 years of age)

Date

**Send this completed Release of Liability and Assumption of Risks and the completed application to
Dr. Jaime Tartar (tartar@nova.edu).**