



# AGREEMENT AND RELEASE – Elev8Life & Camp *iDENTIFY* June 22-30, 2016

## RELEASE FROM LIABILITY, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT (“Agreement”).

In order to participate in the *iDENTIFY* program, every student and every member of the *iDENTIFY* staff must agree to the terms below. If the student or staff member is not 18 years of age or older on the date of execution of this Agreement, the student or staff member’s parent or legal guardian must agree to the terms below and must sign this Agreement before a notary public. *iDENTIFY* is a program of Full Stature Educational Foundation (the “Foundation”).

I, \_\_\_\_\_ (“Participant”), want to participate in *iDENTIFY* (the “Program”). In consideration of being allowed to participate in the Program, I hereby state and agree as follows:

### 1. STANDARDS OF CONDUCT THE FOLLOWING ARE CONSIDERED MISCONDUCT:

- |   |   |
|---|---|
| Possession and/or use of illegal drugs or alcoholic beverages | Breaking curfew, or disturbing the peace                                      |
| Theft, misuse, or abuse of public or private property         | Unexcused absence from the activities of the week, or from the group assigned |
| Immodest or inappropriate clothing; Sexual misconduct         | Unauthorized use of vehicles during the program                               |
| Unauthorized possession of weapons, ammunition, or fireworks  | Use of tobacco during the program   |
| Unauthorized absence from the premises of the event           | Willful disobedience and/or inappropriate language                            |

A. I agree to abide by the Program’s standards of conduct, regulations, and the directions of the Program director and his or her designees. I understand that the Foundation has the right to enforce appropriate standards of behavior and that I may be dismissed from the Program at any time for failure to comply with such standards. The Foundation reserves the right to physically remove me from Program activities and/or the Program location at any time should my actions or general behavior impede the Program, or the rights and welfare of any person, including but not limited to my own welfare. I understand that I may be required to leave the Program at the sole discretion of the Program director in the event of a failure to abide by the standards of conduct. I understand that if my participation in the Program is terminated by the Program director, I will be sent home with no refund of fees. If I am sent home before completion of the Program, I understand that I will be responsible for any and all costs and expenses associated with my return home.

B. I acknowledge and understand that, while I am a participant, I am responsible for my own behavior and any legal or financial consequences just as I would be if I were not a Participant in the Program.

### 2. INSTITUTIONAL ARRANGEMENTS

I understand that the Foundation does not represent or act as an agent for, and cannot control the acts or omissions of any provider of goods or services involved in the Program, any independent third party, or the owner of the premises on which the Program takes place.

### 3. PROGRAM CHANGES



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I understand that the Program reserves the right to make cancellations, substitutions, or changes to the Program in its sole discretion, with or without notice, and that the Foundation shall not be liable for any loss to the Participants by reason of any such cancellation or change. The Foundation is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes. Any additional expense resulting from the above will be paid by the Participant. The Foundation reserves the right to substitute lodging accommodations at any time.

#### 4. HEALTH AND SAFETY

A. I understand that I am responsible for ensuring that I am adequately covered by health and accident insurance including periods before, during, and after the duration of the Program. I know that I can provide emergency contact information and any information I want the Program to have on me regarding coverage for accident, illness, hospitalization, accidental death and dismemberment, and emergency medical evacuation in a paper attached to this agreement.

B. I agree that in case of an emergency the Foundation, through its agents and employees, may take whatever action is deemed necessary in their sole discretion with respect to my health and safety, and I authorize the Foundation and the Program Director to place me, at their discretion and without my further consent, in a hospital or in the care of a local doctor for medical services and treatment. I agree that I, along with my parents or guardian, will be fully responsible for any and all expenses, including transportation costs, associated with or in any way related to my medical care.

C. I am aware of my own personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that the Foundation is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, before, after, or during the Program, the Foundation is not responsible for the cost or quality of such treatment or care.

#### 5. PHOTOGRAPHY / VIDEO RELEASE

I understand and acknowledge that my image or likeness in photographs, videos or audios may be used for educational or promotional purposes, including on the internet (website and social media). I agree that such images may be used without compensation.

#### 6. ASSUMPTION OF RISK AND RELEASE OF CLAIMS

A. I hereby acknowledge that my participation in the Program may expose me to risk of property damage and bodily or personal injury. I understand that the risks I may encounter include by way of example: cuts, bruises, broken bones, acts of God, sickness, and criminal acts as well as other risks that may or may not be foreseeable. **I HEREBY ASSUME ANY AND ALL SUCH RISKS, AND I ACKNOWLEDGE THAT I AM RESPONSIBLE TO ACT REASONABLY AND PRUDENTLY WITH RESPECT TO MATTERS OF PERSONAL HEALTH AND SAFETY.**

I understand and acknowledge that the Foundation assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, acts of God, public health risks, criminal activity, terrorism, expense, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodation, restaurant, transportation, or other services or any substitution of hotels or of common carrier or other circumstances, whether or not beyond the Foundation's control, with or without notice, or for any additional expenses occasioned by any of the foregoing.



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My baggage and personal property is at my risk entirely.

KNOWING THE RISKS DESCRIBED ABOVE, and in consideration of the Program allowing my participation in the Program, individually and on behalf of any family, heirs, assigns, and legal and personal representative(s) (and if applicable, on behalf of my minor child/ward), to the maximum extent permitted by law, **I HEREBY ASSUME ALL THESE RISKS AND RELEASE, WAIVE, AND FOREVER DISCHARGE THE FOUNDATION, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, VOLUNTEERS (WHETHER OFFICIAL OR UNOFFICIAL), VENDORS, SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, (THE “RELEASEES”) FROM LIABILITY FOR ANY AND ALL INJURIES, ILLNESSES, DEATH, DAMAGES, CLAIMS, OR LOSSES (WHETHER PHYSICAL OR FINANCIAL) SUSTAINED BY ME OR CAUSED TO MY PROPERTY, COSTS AND EXPENSES OF WHATEVER KIND, ARISING FROM ANY CAUSE INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT ACT OR OMISSION, WHETHER BY THE RELEASEES OR BY ANY THIRD PARTY, RESULTING FROM OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE PROGRAM OR ANY PRELIMINARY OR FOLLOW UP ACTIVIITY RELATED THERETO.**

## 7. GENERAL TERMS

This Agreement shall be interpreted by and governed by the laws of the State of Florida. The terms of this agreement are severable, such that if a court holds any term to be illegal, unenforceable, or in conflict with any law governing this agreement, the validity of the remaining portions shall not be affected thereby. This is the entire agreement between me and the Foundation, and I have not relied on any oral representations or promises in entering into this Agreement. Photocopies and facsimiles of the signatures below shall be equally enforceable as the original signatures. In the event of any litigation over the Program or arising in any way out of or governed by this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs, including appellate attorney’s fees.

## ACKNOWLEDGMENT

**I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this agreement.**

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

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

## IF UNDER 18 YEARS OF AGE:

Parent/Guardian Printed Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_



# AGREEMENT AND RELEASE – Elev8Life & Camp *iIDENTIFY* June 22-30, 2016

## TO BE COMPLETED BY THE PARENT/GUARDIAN IN THE CASE OF A PARTICIPANT AGE 17 OR BELOW

My name is \_\_\_\_\_ and I am the parent/guardian [circle one] of \_\_\_\_\_ (“Participant”). I am over 18 years of age, of sound mind and body and capable of signing this Agreement on behalf of myself and the Participant. I hereby give permission for the Participant to participate in the Program and any related activities. I have read, understand, and will abide by each of the terms and conditions of this Agreement on behalf of both myself and the Participant and I understand that I am waiving certain rights that I and the Participant may have under the law.

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

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Printed Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

## TO BE COMPLETED BY A LICENSED NOTARY

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_, personally appeared before me, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and acknowledged the foregoing instrument of his/her own free will.

\_\_\_\_\_  
Notary Public’s Signature

\_\_\_\_\_  
Notary Public’s Printed Name

[Notary Personalized Seal]