

**ASSUMPTION OF RISK, PHOTOGRAPHIC/FILM CONSENT AND RELEASE FORM**

The Florida International University Office of University Sustainability has provided the undersigned the opportunity to participate in an event at the Nature Preserve & Organic Garden on the Modesto A. Maidique Campus in Miami, Florida (the "Event").

I, the undersigned, intend to participate in the Event, or am the parent or legal guardian of the below listed minor child, 18 years or younger ("My Child"), and in consideration of the opportunity to participate in this Event, do hereby voluntarily release, discharge, waive, and relinquish any and all actions or causes of action for personal injury, property damage/loss, or wrongful death occurring to me or My Child, as applicable, arising as a result of my/My Child's participation in this Event, or any activities incidental thereto, wherever or however the same may occur. I am fully aware of risks and hazards associated with my/My Child's participation in this Event and that there may be risks and hazards connected with these activities unbeknownst to me, which may include but are not limited to severe injury and other physical hazards. I understand that part of the risk involved in undertaking any activity is relative to our own state of fitness. I acknowledge that neither I nor My Child, if applicable, has any physical condition that would prevent me/My Child from safely participating in these activities. If applicable, I give my consent for emergency medical treatment rendered to me/My Child in the event of injury of illness and agree to be responsible for all costs associated with the transportation and treatment. I, for myself, for My Child as applicable, and our heirs, executors, administrators, and assigns, hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for me and for my estate, and agree that under no circumstances will we nor our heirs, executors, administrators, and assigns prosecute or present any claim for personal injury, property damage/loss, or wrongful death against The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective officers, employees and agents (collectively, "FIU"), whether the same shall arise by the negligence of any said persons, or otherwise.

I further hereby give my consent to FIU and, if applicable, to a film/production company duly authorized and approved by FIU to photograph/film the Event, to: A) record my/My Child's likeness and voice on a video, audio, photographic, digital, electronic or any other medium and to use my/My Child's name in connection with these recordings; and B) to use, reproduce, exhibit or distribute these recordings in whole or in part in perpetuity in any and all media throughout the universe (including but not limited to print publications, video tapes, non-theatrical, home video, CD-ROM, internet and any other electronic or other medium presently in existence or invented in the future) for any purpose that is deemed appropriate, including promotional, recruiting, advertising and any commercial or non-commercial use. I understand and agree that all such recordings, in whatever medium, shall remain the property of FIU. I hereby release FIU from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that I/My Child may hereafter have from liability for any violation of any personal or proprietary right I/My Child may have in connection with such use of my/My Child's likeness, voice, or name in any medium, and expressly waive any rights to privacy I/My Child may have under the Family Educational Rights and Privacy Act ("FERPA") and/or §1002.22, Fla. Stat.

**I, the undersigned, have read this Assumption of Risk, Photographic/Film Consent and Release Form, and fully understand all of its terms. I have been given an opportunity to ask questions about this waiver and I execute it voluntarily and with full knowledge of its significance.**

**Participant:** *(Those under 18 must also have parent/guardian signature below)*

_____ Signature	_____ Print Name	_____ Panther ID
_____ Phone	_____ Email	_____ Date

**Parent/Legal Guardian or Witness:**

_____ Signature	_____ Print Name	_____ Date
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