



# FLORIDA HEALTHCARE ENGINEERING ASSOCIATION

*Committed to healthcare facility excellence*

## **PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK**

**Event** \_\_\_\_\_  
**Location** \_\_\_\_\_ **Date** \_\_\_\_\_

In consideration of the Florida Healthcare Engineering Association, their agents, directors, officers, volunteers, participants, and all other persons or entities in any capacity on their behalf (hereinafter collectively referred to as "FHEA"), I hereby agree to release indemnify, and discharge FHEA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that sports activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FHEA from any and all claims, demands, or causes of action, which are in any connected with my participation in this activity **including any such claims with alleged negligent acts or omissions of FHEA.**
4. Should FHEA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against FHEA, I agree to do solely in the state of FL, and I further agree that the substantive law of FL shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FHEA on the basis of any claim from which I have released them herein.**

**I agree that any film or photographs of me/us, as participants, become property of FHEA and may be used for promotional or commercial purposes.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address w/City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_ Email \_\_\_\_\_