

**Tikkun HaYam  
Suncoast Hillels  
Scuba Dive Against  
Debris Program**

**RELEASE AND WAIVER**

**INDIVIDUAL PARTICIPANTS**

**INDIVIDUAL PARTICIPANTS  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the following group or individual trip (the "Trip"):

Program: Tikkun HaYam, a program of Scubi Jew and Hillel Jewish Student Center of Tampa, Inc., operating under the name of Hillels of the Florida Suncoast (collectively "Hillel") \_\_\_\_\_;

Description of Trip and Location:

Beads out of the Bay \_\_\_\_\_ (the "Trip"), during February 15th 2020 [date/s].

**In consideration for being permitted by Hillel and Eckerd College to participate in the Trip, I hereby acknowledge and agree to the following:**

**RULES AND REQUIREMENTS:** I received and read Tikkun HaYam's policies and procedures and agree to abide by them and conduct myself in accordance with these policies and procedures. I also received and read the rules and requirements for the Trip and further agree to abide by all of these rules and requirements. I acknowledge that Hillel has the right to terminate my participation in the Trip if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule or requirement of the Trip, or for any other reason in Tikkun HaYam's discretion.

**INFORMED CONSENT:** I acknowledge that because of the nature of the Trip, certain risks are inherent to my personal health, safety and property. I also acknowledge that Hillels' policy prohibits individuals from participating in the Trip unless he or she is willing to accept the associated inherent risks and executes this waiver of liability pertaining to those risks. The particular risks of the Trip include, but are not limited to those described in the additional Waiver of Liability, Assumption of Risk and Indemnity Agreement for Hillel Scuba Diving, a copy of which has been signed by me together with this Release and Waiver.

I have been informed of and I understand the various aspects of the Trip, including the dangers, hazards, and risks inherent in the Trip, including but not limited to transportation to and from the marina, participation in the Trip, weather conditions, conditions of equipment, facility conditions, negligent first aid operations or procedures, and in any independent research or activities I undertake as an adjunct to the Trip. I understand that as a Participant in the Trip I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only actions or inactions, but also the actions, inactions, negligence or fault of others, and despite safe precautions of Hillel and their agents and employees. Hillel cannot guarantee safety thereof and all risks cannot be prevented.

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my participation in the Trip, some of which may be inherently dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of, but not limited to: participation in this Trip, scuba dive activities, travel to and from the marina via private or public vehicles, weather conditions, overnight accommodations, facility conditions, equipment conditions, first aid operations or procedures of Tikkun HaYam, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF Hillel, their governing boards, directors, officers, employees, faculty, agents, volunteers and any students (hereinafter collectively referred to as the "Hillel Parties ")), and assume full responsibility for my participation in the Trip.**

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Hillel Parties** for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Trip, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY ANY OF THE HILLEL PARTIES AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR**

**FROM THE PREMISES WHERE THE TRIP, OR ANY ADJUNCT TO THE TRIP, OCCURS OR IS BEING CONDUCTED.** I further agree that the Hillel Parties are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Hillel Parties from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Trip.

**PERSONAL MEDICAL INSURANCE:** I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Trip.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I am physically and mentally fit to participate in the Trip and that I do not have any medical record of history that could be aggravated by my participation in this particular Trip.

**MEDICAL CONSENT:** I understand and agree that the Hillel Parties do not have medical personnel available at the location of the Trip or while traveling for the Trip. In the event of any medical emergency:

- I (initial one) do \_\_\_\_/do not \_\_\_\_ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that any of the Hillel Parties deem necessary for my safety and protection.

In the event that I experience any condition requiring emergency medical treatment:

- I (initial one) do \_\_\_\_/do not \_\_\_\_ authorize and consent to be transported to the hospital for such care.

I understand and agree that the Hillel Parties assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment or transportation.

**PROMOTIONAL RIGHTS:** As a condition of my participation, I hereby grant Hillel the right to use, for promotional purposes only, any photographs of me taken by Hillel, their employees or agents, during my participation in the Trip. I further understand and agree that Hillel may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Trip.

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Florida.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY SCUBI JEW, SUNCOAST HILLELS AND ECKERD COLLEGE. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE.**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Participant)