

Humans vs Zombies at Florida State University

Waiver of Liability

In consideration of the risk of injury while participating in the Humans vs Zombies game (from here on referred to as 'HvZ') at Florida State University (from here on referred to as 'FSU'), and as consideration for the right to participate in HvZ at FSU, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in HvZ at FSU, and do hereby release and forever discharge HvZ at FSU (located at the Florida State University Main Campus in Tallahassee, Florida), its officers, directors/moderators, volunteers, representatives, affiliates, and other agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economic or emotional loss, that I may suffer as a direct result of my participation in HvZ at FSU, including traveling to and from an event related to this activity.

I am a legal, consenting adult, and I am voluntarily participating in HvZ at FSU entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in HvZ at FSU, which may include, but are not limited to, physical or psychological injury, pain, illness, disfigurement, temporary or permanent disability, economic or emotional loss, and death. I understand that these injuries or outcomes arise from my own or others' negligence, conditions to travel, or the condition of FSU. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in HvZ at FSU, including travel to, from, and during the HvZ game.

I agree to indemnify and hold harmless HvZ at FSU against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related cost, if litigation arises pursuant to any claims brought by me or by anyone else acting on my behalf. If HvZ at FSU incurs and of these types of expenses, I agree to reimburse HvZ at FSU.

I acknowledge that HvZ at FSU and its officers, directors/moderators, volunteers, representatives, affiliates, and other agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of HvZ at FSU.

I acknowledge that HvZ at FSU may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release," and fully understand that it is a release of liability. I expressly agree to release and discharge HvZ at FSU and all of its officers, directors/moderators, representatives, affiliates, agents, managers, members, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against HvZ at FSU for personal injury or property damage.

To the extent that statutes or case law does not prohibit releases for negligence, this release is also for negligence on the part of HvZ at FSU, as well as its officers, directors/moderators, volunteers, representatives, affiliates, and other agents.

In the event that I should require medical care or treatment, I agree to be financially responsible for any and all costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both myself and HvZ at FSU agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would be valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

I agree to abide by all FSU rules and regulations, as well as all city, county, state, and federal laws while participating in HvZ at FSU, and acknowledge that I am solely responsible if I fail to do so.

I affirm that I am a legal, consenting adult of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract that I am signing of my own free will.