











## ASSUMPTION OF RISK AND GENERAL LIABILITY RELEASE

### **Participation in ANY Tigertail Lake Center Activity and/or Class:**

I, the undersigned, request to be permitted to participate in the recreational activities and/or classes associated with, conducted by, or falling under the umbrella of, Broward College's Tigertail Lake Center, including but not limited to the Tigertail Aqua Challenge, Tigertail Lake Challenge Course, Tigertail Lake Watersports, Tigertail Lake Rope Course, Tigertail Lake Scuba Diving, Lifeguard Classes, and including but not limited to any and all required classes and any and all required tests necessary to participate in the recreational activities and classes. I affirmatively certify that I do not suffer from any disease, sickness, physical impairment or other condition, or use prescription or non-prescription medications which would affect, interfere, or impair my ability to participate in the recreational activities and/or classes associated with, conducted by, or falling under the umbrella of, Broward College's Tigertail Lake Center. I fully understand that my participation in the above mentioned may require rigorous physical activity. I fully understand the dangers, hazards, and risks associated with my participation the recreational activities and/or classes associated with, conducted by, or falling under the umbrella of, Broward College's Tigertail Lake Center. I understand that these risks include, but are not limited to, serious bodily injury, disability, death, and impairment to my body, general health, and well-being including without limitation risks of drowning, heat exposure, sun exposure, falling, being hit by a boat, lightning, etc. and I EXPRESSLY ASSUME ALL OF THE RISKS.

### **For Participation in Scuba Diving:**

\_\_\_\_\_(initial) If I am a student taking dive instruction, I understand that my dive instructor(s) are independent contractors and not employees of Broward College.

\_\_\_\_\_(initial) As a certified diver, or as a student receiving scuba diving instruction, I understand that scuba diving is a hazardous activity with inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, perils of swimming, as well as acts of fellow divers which could result in my serious injury or death. BY WAY OF MY SIGNATURE I EXPRESSLY ASSUME ALL RISKS OF SCUBA DIVING OR SNORKELING OR SWIMMING, WHETHER THESE RISKS ARE SPECIFICALLY MENTIONED OR NOT.

In consideration for my participation in Scuba Diving, I agree that:

1. Prior to diving, I will inspect all equipment to be used to make sure that it is in good operating condition. My use of the equipment after inspection represents my acceptance of the property in "as is" condition. If I have an objection to the condition of the equipment, I must refrain from using the equipment and bring the issue to the attention of Broward College immediately after inspection. Failure to do so shall constitute a waiver;
2. I have an affirmative duty to plan and carry out my own dive and to be responsible for my own safety. By way of my signature I expressly agree that I will plan all my dives as no decompression dives and within safe limits of recreational scuba diving.
3. I am fully aware and have been trained in the dangers, risks, and hazards of holding my breath while diving on compressed air. I fully agree not to hold the released parties responsible for any such injuries sustained by me.

4. I understand that this diving activity may be conducted in a remote site by time and distance from a medical facility and a recompression chamber. Nevertheless, I expressly wish to proceed with this diving activity and assume all risks including injuries which may be suffered by me before, during, or after my participation.
5. I confirm that my highest Level of Instruction is \_\_\_\_\_.
6. I confirm that the Certifying Agency is \_\_\_\_\_. My instructor number is \_\_\_\_\_.

**General Release of Liability Participation in ANY Tigertail Lake Center Activity and/or Class:**

In Consideration for my participation in the recreational activities and/or classes associated with, conducted by, or falling under the umbrella of, Broward College's Tigertail Lake Center I agree to ASSUME ALL RISKS and to RELEASE, WAIVE AND FOREVER DISCHARGE, on behalf of myself, my agents, representatives, heirs, successors and assigns, Broward College, the State of Florida, the district, The District Board of Trustees, and all of their agents, representatives, employees, contractors, successors and assigns, of all liabilities, claims, actions, damages, costs or expenses, and any causes of action whatsoever, whether known or unknown, arising out of, or in any way connected with, my participation in the recreational activity and/or classes, including the risks associated with transportation, participation, and engagement in these activities and injuries which may be suffered by me before, during, or after my participation in all activities, classes, tests, or procedures associated with or related to the activity. **I understand that this waiver includes any claim based on negligence, action, or inaction of the parties.**

I fully understand and acknowledge that:

- (a) as a result of the COVID-19 pandemic, there are heightened risks and dangers associated with participating in an Off-Campus Program and Instruction which could result in bodily injury, medical complications, and death if I were to become infected with COVID-19. These inherent risks and dangers cannot be avoided or eliminated, even if the College uses reasonable care;
- (b) there are risks and dangers that may be caused by my actions, inactions or **NEGLIGENCE** or the actions, inactions or **NEGLIGENCE** of others, including, but not limited to, the Releasees named below;
- (c) there may be other unknown risks or risks that are not reasonably foreseeable at this time; and
- (d) **I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY HARM, MEDICAL COMPLICATIONS, AND EVEN DEATH** as a result of my participation in an Off-Campus Program and Instruction, whether caused in whole or in part by the **NEGLIGENCE** of the Releasees or otherwise.

I, as well as on behalf of my personal representatives, assigns, executors, heirs and next of kin ("Releasors"), hereby forever **RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE** Broward College, its officers, Board of Trustees, employees, agents, attorneys, and insurers ("Releasees") from and against any and all liability, claims, demands, actions, judgments, damages, expenses, fees, fines, penalties, losses, suits, proceedings, and costs thereof (including attorneys' fees and court costs), in law or in equity, of any kind and nature, if I am infected with COVID-19 as a result of my participation in an Off-Campus Program and Instruction, caused or alleged to be caused in whole or in part by the **NEGLIGENCE** of the Releasees.

I expressly agree that this **COVID-19 Release, Waiver of Liability, and Assumption of Risk Agreement** is intended to be as broad and inclusive as is permitted by Florida Law and federal law or federal regulations and that if any portion is held invalid, it is agreed that the remaining balance shall, notwithstanding, continue in full legal force and effect.

By signing below, I certify that I have read this **COVID-19 Release, Waiver of Liability, and Assumption of Risk Agreement** and fully understand its terms. **I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**PHOTO MEDIA RELEASE: I grant Broward College, Tigertail Lake Center the right to use, reproduce, assign and/or distribute photographs, films, videotapes, and sounds recordings of myself for use in materials they may create.**

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT**

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

\_\_\_\_\_  
Dive Instructor/Shop

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Signature of Parent/ Guardian  
(If participant is under 18 years of age)

\_\_\_\_\_  
Date

**PARENTS/GUARDIANS MUST SUPERVISE THEIR CHILDREN AT ALL TIMES.**

I have read and understand the above statement and I knowingly and willingly assume all risks and I knowingly and willingly hold the District Board of Trustees of Broward College, Florida, Broward College, the State of Florida, and any of their agents, contractors and employees harmless of any responsibility should I suffer an injury, disability or death as a result of my participation in the above-mentioned activity.

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