



ZETA PHI BETA SORORITY, INC.
Omicron Delta Zeta Chapter
PO Box 8324
Delray Beach, FL 33482



WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant's Name: _____

Waiver of Liability, Assumption of Risk, and Indemnity Agreement Waiver:

In consideration of being permitted to participate in any way in *Zeta Phi Beta Sorority, Incorporated Omicron Delta Zeta Chapter's "Zetas Have Heart"* health, wellness and physical fitness activity herein after referred to as the "Activity", I, for myself, for my heirs, personal representatives or assigns, do hereby release, waive, forever discharge, covenant not to sue and to hold harmless *Zeta Phi Beta Sorority, Incorporated and Zeta Phi Beta Sorority, Incorporated Omicron Delta Zeta Chapter* and each of the above mentioned entities' Boards of Trustees, their officers, directors, employees, agents, volunteers, members and assigns, or any and all other participants in said Activity from any and all claims arising from personal injury, accidents or illnesses (including death), and property loss, regardless of fault, as a result of, but not limited to, my own/my child(ren)/minor(s) of whom I am the legal Guardian, participating in the Activity, traveling to and from the Activity or as a result of any act of negligence by any of the above mentioned or described entities or individuals.

Signature of Participant

Date

PLEASE NOTE: If participant is under 18 years of age, a parent or legal guardian must sign below.

Signature of Parent/Guardian of Minor

Date

Assumption of Risks and Medical Release:

Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one physical fitness Activity to another. I am aware of and understand the health risks associated with physical activity and exertion and agree to consult a physician prior to participating in the Activity. I understand that *Zeta Phi Beta Sorority, Incorporated and Zeta Phi Beta Sorority, Incorporated Omicron Delta Zeta Chapter* does not provide medical coverage and I am responsible for any and all medical costs I incur as a result of my participation in the Activity. I give consent and permission to receive emergency medical care and/or first aid if such becomes necessary in connection with the Activity and release, forever discharge, hold harmless, and waive my and my insurer's rights and rights of subrogation to make any claim against *Zeta Phi Beta Sorority, Incorporated and Zeta Phi Beta Sorority, Incorporated Omicron Delta Zeta Chapter* in connection with such emergency medical care and/or first aid.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Signature of Participant

Date

PLEASE NOTE: If participant is under 18 years of age, a parent or legal guardian must sign below.

Signature of Parent/Guardian of Minor

Date

Indemnification and Hold Harmless:

I also agree to indemnify and hold harmless Zeta Phi Beta Sorority, Incorporated and Zeta Phi Beta Sorority, Incorporated Omicron Delta Zeta Chapter and each of the above mentioned entities' Boards of Trustees, their officers, their directors, their employees, their agents, their volunteers, their members and assigns, and any and all other participants in said Activity, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my own/my daughter's/my son's/the minor's, of whom I am Guardian, involvement in said Activity, traveling to and from the Activity, or as a result of any act of negligence by any of the above mentioned or described entities or individuals and agree to reimburse them for any such expenses incurred.

Severability:

The undersigned further expressly agrees that the foregoing Waiver of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding:

I represent and warrant to *Zeta Phi Beta Sorority, Incorporated and Zeta Phi Beta Sorority, Incorporated Omicron Delta Zeta Chapter* that I am of legal age and I have the authority to enter into this agreement. I have read this waiver of liability, assumption of risk and medical release, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to file a lawsuit against *Zeta Phi Beta Sorority, Incorporated and Zeta Phi Beta Sorority, Incorporated Omicron Delta Zeta Chapter*. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release/waiver of all liability, assumption of risk and agreement to indemnify to the greatest extent allowed by law.

Signature of Participant

Date

PLEASE NOTE: If participant is under 18 years of age, a parent or legal guardian must sign below.

Signature of Parent/Guardian of Minor Date