



Florida Institute of Technology

The Scott Center for Autism Treatment

WAIVER AND RELEASE OF LIABILITY

Name _____ Client's Name _____

Address _____

Phone Number _____

RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS WHICH DEPRIVES YOU OF THE RIGHT TO SUE THE SCOTT CENTER FOR AUTISM TREATMENT AT FLORIDA INSTITUTE OF TECHNOLOGY AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. IN CONSIDERATION of The Scott Center for Autism Treatment at Florida Institute of Technology ("The Scott Center") permitting me and/or my child to use the playground, kitchen, community room, class rooms, and other facilities located at 150 W. University Blvd., Melbourne, Florida 32901 (the "Facilities"), which permission may be revoked at any time with twenty-four hours advance written notice, I, for myself, my child and all those claiming through either of us, hereby make the following representations and agree to be bound by the terms of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am, and my child is, in good health and in proper physical condition to use the Facilities; and (ii) Neither I, nor my child, will be under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability, or my child's ability, to safely use the Facilities. I agree that it is my sole responsibility to determine whether I am, or my child is, sufficiently fit and healthy enough to use the Facilities.
2. I understand and acknowledge that there are physical rigors associated with using the Facilities and realize that the Facilities will be used by others simultaneously with my use thereof and my child's use thereof. I understand that use of the Facilities involves risks and dangers which include, without limitations, the potential of injury, disability, death, and other undefined harm or damage which may not be readily foreseeable (the "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of my child, the actions or inactions of others using the Facilities, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my using, or my child using, the Facilities, as well as all responsibility for any damages, liabilities, losses or expenses which I cause, or my child causes, as a result of using the Facilities.
3. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless, The Scott Center and its volunteers and employees (Individually and Collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my use, or my child's use of the Facilities, including claims for Liability caused in whole or in part by the negligence of the Released parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, venue will only be proper for said claim in Brevard County, Florida, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which may be incurred as the result of such claim. This agreement shall be governed by Florida Law.
4. I hereby waive and release all claims, suits, actions and causes of action of any kind or nature against The Scott Center and its volunteers and employees (individually and collectively, the "Released Parties") which may arise out of, result from or relate to my use, or child's use, of the Facilities, including claims arising out of, resulting from or related to, in whole or in part, the negligence of the Released Parties. I hereby agree to indemnify the Released Parties from and against any and all liabilities, claims, demands, causes of action, damages (including without limitation consequential damages), penalties, judgments, losses and expenses (including court cost and reasonable attorneys' fees) of any kind or nature (the "Liabilities") incurred in connection with or arising out of my use, or my child's use, of the Facilities. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, Venue will only be proper for said claim in Brevard County, Florida, and I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which may be incurred as the result of such claim. This Agreement shall be governed by Florida Law.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, child, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns of same), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Legal Guardian Signature _____ Date _____