ICE CREAM ENTREPRENEUR PROGRAM

PARTICIPATION RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*****READ BEFORE SIGNING*****

Participant Name: _____

In consideration of being allowed to participate **Aug. 5 – 9, 2019** in the **Ice Cream Entrepreneur Program** operated by Nova Southeastern University's College of Arts, Humanities, and Social Sciences' Department of Writing and Communication (the "Program"), we, the undersigned, acknowledge, appreciate and agree that:

1. For purposes of this Agreement, the term "I" shall mean me as parent or guardian, and the term "Child" shall mean my son, daughter or ward.
2. There are inherent risks of injury to my Child from participating in the "Program" such as, accidents or injuries of all kinds and irritation/allergic responses to food products.
3. My Child is participating in the "Program" on a voluntary basis and has not been induced to doing so by Nova Southeastern University, Inc. ("NSU") or any of the "Releasees" (as hereinafter defined), or any other person.
4. I understand that some of the Program will take place at Yo Mama's Ice Cream Co. and I agree that NSU shall not be liable for any injury or other damage that my Child may suffer when he/she is on the premises at Yo Mama's Ice Cream Co.
5. I **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS,** both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF NSU OR THE OTHER RELEASEES** (as defined below) or others providing any aspect of the Program, and assume full responsibility for my Child's participation in the Program.
6. I willingly agree to comply with, and shall ensure that my Child complies with, the terms and conditions for participation in the Program provided or otherwise made available.
7. By my Child's participating in the "Program", I consent to the use of any photographs, pictures, films or videotapes taken during the Program of or including my Child or that I or my Child provided for publicity, promotion, television, website or any use by NSU, and expressly waive any right of privacy, confidentiality, compensation, copyright or other ownership right connected to same.
8. I and on behalf of my heirs, assigns, personal representatives and legal representatives, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS NSU** and its officers, trustees, agents, and employees ("RELEASEES"), from any and all claims, actions, demands, damages, losses, liability, cost and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to any **INJURY, DISABILITY, DEATH, OR ACCIDENT OF ANY KIND** that my Child may suffer, or to any loss or damage to property, **WHETHER ARISING FROM THE NEGLIGENCE OF ANY OF THE RELEASEES OR OTHERWISE**, to the maximum extent permitted by law.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida, and agree that venue shall lie exclusively in Broward County, Florida.

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then all remaining provisions shall be valid and enforceable to the maximum extent permitted by law.

WE HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS. WE UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT. WE UNDERSTAND THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT APPLIES TO ANY AND ALL ACTIVITES IN CONNECTION WITH PARTICIPATION IN THE ICE CREAM ENTREPRENEUR PROGRAM.

X_____ _____ _____

Parent/Guardian Signature Date Emergency Phone Number

Print Name:_____

Address:_____

_____

X_____ _____ _____

Participant's Signature Age Date

Print Name:_____