

**Florida Polytechnic University  
Waiver, Release, and Hold Harmless Agreement**

This waiver, release, and hold harmless agreement (the "Agreement" is made and entered into on (the "Effective Date"), by and between the Florida Polytechnic University Board of Trustees ("the University") and

(a state of incorporation and type of entity), whose address is ("Participant").

The University has invited Participant to be part of \_\_\_\_\_ ("Event") at the University. In consideration of permission granted by the University allowing Participant to participate in the Event, Participant agrees to the following:

1. Participant is responsible for complying with all applicable federal, state, and local laws, and University rules, regulations, and policies.
2. Participant is responsible for conducting themselves in a professional and appropriate manner, including following instructions from University representatives.
3. Participant will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, the University and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Participant or Participant's officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the University premises in performance of this Agreement. This provision survives termination or expiration of this Agreement. The Participant's obligations under this provision do not extend to any liability caused by the sole negligence of the University or its officers, agents, or employees.
4. Nothing in this Agreement is to be construed as an indemnification of the Participant by the University or as a waiver of sovereign immunity beyond that provided in section 768.28, Florida Statutes.
5. This Agreement is governed by the laws of the State of Florida and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any disputes related to this Agreement will be governed by Florida law, and this Agreement is deemed to have been executed and entered into in the State of Florida. Exclusive venue of any actions arising out of this Agreement will be in the courts in Polk County, Florida.

**The parties have affixed their signatures to this Agreement:**

For University:

For Participant:

Signature

Signature

Name-Title

Name

Date

Date