

**HILLEL JEWISH  
STUDENT CENTER OF  
TAMPA, INC.  
d/b/a HILLELS OF THE  
FLORIDA SUNCOAST**

**RELEASE AND WAIVER:**

**Tikkun HaYam:  
Repair the Seas Scuba Diving Camp**

**HILLEL JEWISH STUDENT CENTER OF TAMPA, INC.**  
**d/b/a HILLELS OF THE FLORIDA SUNCOAST (“HILLEL”)**  
**Tikkun HaYam: Repair the Seas Scuba Diving Camp**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT**

I, (or hereinafter on behalf of my minor child) \_\_\_\_\_ (“Participant”), hereby acknowledge that Participant has voluntarily elected to enroll in the Tikkun HaYam: Repair the Seas Scuba Diving Camp, to be held in and around \_\_\_\_\_ from \_\_\_\_\_. **Hillel Jewish Student Center of Tampa, Inc. d/b/a Hillels of the Florida Suncoast (“Hillel”)** allows Participants to participate in certain programs that are inherently dangerous in nature. As with any activity or program involving bodies of water, certain risks are inherent to personal health, safety and/or property therewith. It is Hillel’s policy that individuals will not be permitted to participate in the Program unless he or she is willing to accept the associated inherent risks and execute this waiver of liability pertaining to those risks

I further understand that if Participant is a minor, then I, as his or her parent or legal guardian must agree to all of the conditions set forth below on behalf of the minor even where the language is specifically directed to Participant. **In consideration for being permitted by Hillel to participate in the Program, I hereby acknowledge and agree to the following:**

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with **Hillel’s** policies and procedures. I further agree to abide by all the Rules and Requirements of the Program to be provided to the parent or legal guardian by Hillel upon successful registration of the Participant in the Program. I acknowledge that **Hillel** has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rules of the Program, or at **Hillel’s** discretion.

**NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN: READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF HILLEL USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM HILLEL OR ECKERD COLLEGE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND HILLEL AND ECKERD COLLEGE HAS THE RIGHT TO REFUSE TO LET YOUR**

## CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Program. I understand and agree that I will engage in physical activities and, if applicable, water-sports activities, which may pose a risk of harm. I understand that these activities include but are not limited to: playing, observing or participating in Program activities, traveling to and from Program events.

For Camp Programs involving swimming or bodies of water: I further understand that the Program in which I am participating involves any of: the College swimming pool, Frenchman's Creek, Boca Ciega Bay and Tampa Bay. I AGREE TO WEAR A LIFE JACKET WHEN REQUIRED TO IN ACCORDANCE WITH HILLEL'S RULES. I ACKNOWLEDGE THERE IS A GREATER RISK OF INJURY OR DEATH IF I DO NOT DO SO. Further, I am aware that any contact with these bodies of water involves certain risks, including but not limited to: death, drowning, or other personal injury as a result of the area's conditions, the acts of third parties or other unknown safety hazards, diving injury, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, first aid operations or procedures of Hillel, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Hillel's direction (collectively referred to as "Hillel" and/or others, and that there may be other risks not known to me or not reasonably foreseeable at this time.

I understand that as a Participant in the Program, I will engage in physical activities that involve or may involve inherently dangerous activities in which I could sustain water related injuries and serious bodily injuries including serious injury to virtually all bones, joints, muscles, and internal organs, cardiac problems, brain damage, illness, drowning, or death as a consequence, and that protective equipment or preventative measures may be inadequate to prevent serious injury. These serious personal injuries and possible death may not only be a consequence of Hillel's or Eckerd College's actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

I further understand and agree that the risks involved in this Program are land based, and may be water based, and may include, but are not limited to: travel to and from Program site, including via private vehicle, common carrier, and/or Hillel's owned vehicle; injury resulting from athletic, physical or other game-like activities during the Program as a result of the activity area's conditions, the acts of third parties or other unknown safety hazards; sprains, strains, shin splints, stress fractures, wrist fractures, shoulder dislocations, cuts, bruises, neck sprains and concussions [see Appendix A]; diving injury, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, drowning, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, negligent first aid operations, and other risks that may not be known to me or not reasonably foreseeable at this time and during my participation. These serious personal injuries and possible death may not only be a consequence of the actions of Hillel and/or Eckerd College, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Hillel's or Eckerd College's direction, or inactions, negligence or fault, but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

I further acknowledge that I have read and understand the attached NCAA Concussion Fact Sheet [see Appendix A] and am aware of the following information:

1. A concussion is a brain injury for which I am immediately responsible for reporting to Hillel's camp physician, trainer or counselor.
2. A concussion can affect my ability to perform everyday activities, including reaction time, balance, sleep, concentration and classroom performance.

3. It is my responsibility to report to Hillel's camp staff if I receive a blow to the head or body and experience signs or symptoms of a concussion or brain injury, which may include: headache, blurred vision, weakness in one arm or leg, loss of consciousness, stumbling, loss of balance, nausea/vomiting, confusion, memory loss, or change in personality (including irritability and depression). I understand that I must report this immediately and as soon as I am physically capable of doing so.
4. I may notice some symptoms of a concussion immediately, but other symptoms may show up hours or days after the initial injury. It is my responsibility to report any delayed signs or symptoms to Hillel's camp counselor or staff.
5. If I suspect a fellow camper has a concussion, I am responsible for immediately reporting his or her injury to Hillel's camp counselor or staff.
6. I will not return to participation if I have received a blow to the head or body that results in concussion-like symptoms until I am cleared by a member of Hillel's staff.
7. Following a concussion, the brain needs time to heal. I am more likely to have a repeat concussion if I return to play before my symptoms resolve. In rare cases, repeat concussions can cause permanent brain injury or death. Because of this, I understand it is important to accurately report all continuing signs and/or symptoms if I have been diagnosed with a concussion.

**ASSUMPTION OF RISK:** I understand and acknowledge that there are potential dangers incidental to my participation in the Program, including risks of damage, bodily injury and possibly death as described throughout this Agreement. The risks may result from the activity itself, from the acts of others, from use of the equipment or organization of or unavailability of emergency medical care. I understand that there are risks attendant to physical activities associated with the Program and that there are potential dangers which may expose me to the risk of personal injuries, damage, or even death. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the Program, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I understand that these potential risks include, but are not limited to: travel to and from the program site via private vehicles, common carriers, and/or Hillel-owned vehicles, local transportation to and from camp venues, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Hillel or Eckerd College, physical injuries such as enumerated above, and that there may be other risks not known to me or not reasonably foreseeable at this time.

**I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF HILLEL OR ECKERD COLLEGE, UNLESS THE RISKS ARISE FROM HILLEL'S OR ECKERD COLLEGE'S NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT** and I assume full responsibility for my participation in the Program.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE HILLEL OR ECKERD COLLEGE**, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Hillel or Eckerd College's direction (collectively referred to as "Hillel" or "Eckerd College"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY HILLEL OR ECKERD COLLEGE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY HILLEL'S OR ECKERD COLLEGE'S NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY LOCATION ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.**

I further agree that Hillel and Eckerd College are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Hillel and Eckerd College from any liability for the same.

Hillel and Eckerd College expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of Hillel or Eckerd College. I, hereby release Hillel and Eckerd College from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of actions of any third parties who are not Hillel or Eckerd College.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless Hillel and Eckerd College from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY HILLEL OR ECKERD COLLEGE OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY HILLEL'S OR ECKERD COLLEGE'S NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Program, **I AGREE TO DEFEND AND INDEMNIFY HILLEL AND ECKERD COLLEGE AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

**PERSONAL MEDICAL INSURANCE:** I agree to purchase and maintain during the term of the Program personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Program except for medical costs arising from an injury that I sustain that is the direct result of Hillel's or Eckerd College's negligence or gross negligence or intentional misconduct. I understand and agree that Hillel and Eckerd College shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of Hillel's or Eckerd College's negligence, gross negligence or intentional misconduct.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I am physically and mentally fit to participate in the Program and that I have disclosed any medical conditions that I have that could aggravate my participation in the Program to Hillel's staff.

**RESPONSIBILITY FOR REPORTING INJURIES:** I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to report all injuries and illnesses, including signs and symptoms of concussions, to Hillel's staff. I hereby affirm that I have fully disclosed in writing any prior medical conditions that I have that could aggravate my participation in the Program, and will also disclose any future conditions to Hillel's staff.

**MEDICAL CONSENT:** I understand and agree that Hillel does not have medical personnel available at the location of the Program or while traveling for the Program. In the event of any medical emergency:

- I (initial one) do \_\_\_\_/do not \_\_\_\_ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that Hillel and Eckerd College personnel deem necessary for my safety and protection.

In the event that I experience any condition requiring emergency medical treatment:

- I (initial one) do \_\_\_\_/do not \_\_\_\_ authorize and consent to be transported to the hospital for such care.

I understand and agree that Hillel and Eckerd College assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment or transportation.

**CHANGE OF VENUE:** Hillel reserves the right to change the venue to a similar venue and/or to change the dates of the Program if the original venue is not available on the originally planned date. Such change of venue or

schedule shall not void this Agreement.

**PROMOTIONAL RIGHTS:** Hillel and Eckerd College have the right to use, for promotional purposes only, any photographs of me taken by Hillel's or Eckerd College's employees or agents, during my participation in the Program. Hillel or Eckerd College may use any statements or quotes attributed to me in my evaluation of the Program for marketing purposes.

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Florida.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement, including that I will wear a life jacket (when directed to do so) in accordance with Hillel Rules. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.**

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name of Participant)

**Signature of Parent/Guardian for Participants Who Are Minors:**

I certify that I have custody of Participant or I am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY HILLEL AND ECKERD COLLEGE.**

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Parent or Guardian)  
\_\_\_\_\_  
(Printed Name of Parent or Guardian)

## APPENDIX A

# CONCUSSION

## A FACT SHEET FOR STUDENT-ATHLETES

### WHAT IS A CONCUSSION?

A concussion is a brain injury that:

- Is caused by a blow to the head or body.
  - From contact with another player, hitting a hard surface such as the ground, ice or floor, or being hit by a piece of equipment such as a bat, lacrosse stick or field hockey ball.
- Can change the way your brain normally works.
- Can range from mild to severe.
- Presents itself differently for each athlete.
- Can occur during practice or competition in ANY sport.
- **Can happen even if you do not lose consciousness.**

### HOW CAN I PREVENT A CONCUSSION?

Basic steps you can take to protect yourself from concussion:

- Do not initiate contact with your head or helmet. You can still get a concussion if you are wearing a helmet.
- Avoid striking an opponent in the head. Undercutting, flying elbows, stepping on a head, checking an unprotected opponent, and sticks to the head all cause concussions.
- Follow your athletics department's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.
- Practice and perfect the skills of the sport.

### WHAT ARE THE SYMPTOMS OF A CONCUSSION?

You can't see a concussion, but you might notice some of the symptoms right away. Other symptoms can show up hours or days after the injury. Concussion symptoms include:

- Amnesia.
- Confusion.
- Headache.
- Loss of consciousness.
- Balance problems or dizziness.
- Double or fuzzy vision.
- Sensitivity to light or noise.
- Nausea (feeling that you might vomit).
- Feeling sluggish, foggy or groggy.
- Feeling unusually irritable.
- Concentration or memory problems (forgetting game plays, facts, meeting times).
- Slowed reaction time.

Exercise or activities that involve a lot of concentration, such as studying, working on the computer, or playing video games may cause concussion symptoms (such as headache or tiredness) to reappear or get worse.

### WHAT SHOULD I DO IF I THINK I HAVE A CONCUSSION?

**Don't hide it.** Tell your athletic trainer and coach. Never ignore a blow to the head. Also, tell your athletic trainer and coach if one of your teammates might have a concussion. Sports have injury timeouts and player substitutions so that you can get checked out.

**Report it.** Do not return to participation in a game, practice or other activity with symptoms. The sooner you get checked out, the sooner you may be able to return to play.

**Get checked out.** Your team physician, athletic trainer, or health care professional can tell you if you have had a concussion and when you are cleared to return to play. A concussion can affect your ability to perform everyday activities, your reaction time, balance, sleep and classroom performance.

**Take time to recover.** If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a repeat concussion. In rare cases, repeat concussions can cause permanent brain damage, and even death. Severe brain injury can change your whole life.



**IT'S BETTER TO MISS ONE GAME THAN THE WHOLE SEASON.  
WHEN IN DOUBT, GET CHECKED OUT.**

For more information and resources, visit [www.NCAA.org/health-safety](http://www.NCAA.org/health-safety) and [www.CDC.gov/Concussion](http://www.CDC.gov/Concussion).



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