

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, _____, for and in consideration of Florida Institute of Technology, Inc. (hereinafter the "Operator") allowing me to participate in activities on the Florida Institute of Technology Challenge Course (hereinafter the "CHALLENGE COURSE"), for myself and my heirs and next of kin, and any legal and personal representatives, executors, administrators and assigns (hereinafter collectively "My Representatives"), hereby agree to and make the following contractual representations, covenants and agreements pursuant to this Release, Hold Harmless and Indemnification Agreement (hereinafter

5. Indemnification. I agree to indemnify and hold the Operator and the other Released Parties harmless from any liability, claim, demand, cause of action, loss, cost, damage or expense (including court costs and attorneys' fees), which arises out of, results from or relates in any way to any actual or claimed negligent, intentional or wrongful act or omission by me in connection with my presence at the CHALLENGE COURSE or my participation in CHALLENGE COURSE activities.

6. Medical Authorization; Insurance. I authorize the Operator to administer such first aid measures I