



GAME OF MAPS AT THE UNIVERSITY OF MIAMI

**CONSENT, WAIVER AND RELEASE AGREEMENT
PLEASE READ CAREFULLY**

IN CONSIDERATION for being permitted to participate in the Game of Maps – GIS Day activity (the “Game of Maps Activity”), being held on the Coral Gables (“Gables”) the Rosenstiel School of Marine and Atmospheric Science (“RSMAS”) campuses (collectively referred to herein as the “Campus”) at the University of Miami from November 8, 2016 through November 16, 2016, I, _____, hereby agree as follows:

1. I acknowledge and expressly consent to my participation in the Game of Maps Activity being held on the Campus at the University of Miami from November 8, 2016 through November 16, 2016.
2. I acknowledge that my participation and presence at the Game of Maps Activity may expose me to risks and dangers, some being inherent in the nature of the activity, some resulting from human error and negligence on my part and/or on the part of other personnel working or participating in the activity. I acknowledge that any of the above-referenced risks and dangers may cause damage or loss of personal property, personal injury and even death, and I fully assume and accept these risks and dangers.
3. I understand that during game play I must remain aware of my surroundings and play safely. I understand that items and objects are available only in external areas of the Campus (and with respect to RSMAS, not near the pier). I will use pedestrian walkways and will avoid streets and traffic. I further acknowledge that operating the Collector for ArcGIS app (the “App”) on any electronic device while driving or operating an automobile, motorcycle, or other vehicle is strictly prohibited.
4. If I am an employee, staff, or faculty member of the University of Miami, I acknowledge and understand that the University strongly discourages participation during scheduled working hours, and participation during work hours may result in disciplinary actions by the participating employee’s supervisor.
5. I understand that my participation in the Game of Maps Activity is entirely voluntary on my part and I agree that it is my responsibility to (1) act within the limits of my ability; (2) heed all warnings about participating in any activity, **including but not limited to the attached Game of Maps Guidelines** (the “Guidelines”); (3) control my person, equipment and devices used to participate in an activity; and (4) not act in any way that may cause injury/death or contribute to the injury/death of others or myself while participating in any activity.
6. I hereby agree to assume and take on behalf of myself, my family, heirs and personal representative(s), all of the risks and responsibilities in any way associated with my participation in the Game of Maps Activity. I hereby agree to release, waive, indemnify and hold harmless the University of Miami, its officers, directors, trustees, employees, faculty, students, volunteers, agents and representatives (collectively, referred to as the “University”) from any and all claims, demands, damages, causes of action, suits, whether in law or in equity or however caused, against, including without limitation, any damage to or loss of personal property, any personal injury and/or death, which I may have or may acquire as a result of my presence and participation in the Game of Maps Activity, including, without limitation, damage, loss, injury and/or death caused by the negligence, in whole or in part, of me, the University or any third party.
7. I understand and agree that this Consent, Waiver and Release Agreement applies whether the University of Miami is at fault or not.

8. I agree not to use the App to violate any applicable law, rule, or regulation (including but not limited to the laws of trespass, and I agree not to encourage or enable any other individual to violate any applicable law, rule, or regulation or the Guidelines. Without limiting the foregoing, I agree that in conjunction with my use of the App, I will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent my affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind.

9. I hereby authorize the University of Miami, its employees, agents, contractors, volunteers, vendors and staff members to take such photographs, video recordings and/or live transmission(s) of myself in whole, or in part, as they may wish (the “Images”). These entities listed herein may use and publish the Images in such places, including without limitation, any printed or electronic media or publications, television, cable, the World Wide Web, and any other media. I hereby waive any rights I have or may have to inspect, edit, modify and/or approve the finished product that may be used hereunder or the specific use to which it may be applied.

10. I understand and agree that the University of Miami may not have medical personnel available at the locations of the Game of Maps Activity. I hereby grant permission to the University of Miami to authorize emergency medical treatment, if necessary, and agree that such action by the University of Miami shall be subject to the terms of this Consent, Waiver and Release Agreement. I understand and agree that the University of Miami assumes not responsibility for any injury or damage which might arise out of connection with such authorized emergency medical treatment.

11. I understand that in securing the execution of this Consent, Waiver and Release Agreement, the University of Miami is acting as agent on behalf of or for the benefit of its respective employees, agents, officials, faculty, students, servants and representatives, who shall to this extent be, or be deemed to be, parties to this Agreement.

12. This Consent, Waiver and Release Agreement shall serve to benefit and bind the University of Miami and myself and our respective heirs, executors, administrators, successors and assigns.

13. This Consent, Waiver and Release Agreement shall be governed and construed in accordance with the laws of the State of Florida, and any dispute arising from or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Miami-Dade County.

14. I certify that I have read the terms of this Consent, Waiver and Release Agreement and understand its contents, and that I wish to be bound by its terms. I further certify that I have received the attached Guidelines and I understand that the Guidelines are a part of this Agreement.

I UNDERSTAND THAT THERE ARE RISKS OF INJURY INVOLVED IN MY PARTICIPATION IN THE GAME OF MAPS ACTIVITY AND I VOLUNTARILY ASSUME SUCH RISK. IT IS MY INTENTION BY SIGNING THIS CONSENT, WAIVER AND RELEASE AGREEMENT TO EXEMPT AND RELIEVE THE UNIVERSITY OF MIAMI FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY MY NEGLIGENCE, OR THE NEGLIGENCE OF ANY OTHER PERSON(S) PARTICIPATING IN, OR AFFILIATED WITH, THE GAME OF MAPS ACTIVITY.

I affirm that I am over 18 years of age.

Signature

Date

Printed Name

Address

Game of Maps Guidelines

Please carefully read these Guidelines that govern your participation in the Game of Maps Activity:

Respect the community.

We want Game of Maps to be a fun and safe experience for all players. Following these Game of Maps guidelines will help ensure you and other players have a great experience and that others are not affected negatively by your gameplay. Remember, certain interactions that seem harmless or fun to you may be perceived in a different way by bystanders or other players. Treat other players and bystanders with respect and courtesy, and conduct yourself in an appropriate manner while playing Game of Maps.

Be respectful.

It's in everyone's best interest to keep things courteous and fun for all. Please respect other players of Game of Maps. Never defame, abuse, harass, harm, stalk, threaten, or otherwise violate the legal rights (including the rights of privacy and publicity) of others. Violations can result in the loss of your privilege to participate, or further disciplinary measures. If other players are being aggressive, offensive, overly protective of an object, or are trolling you please remove yourself from the situation, don't engage and report to University administration.

Respect privacy.

Please don't post, repost, or reveal other information about another user's identity, including their name, phone number, email address, or physical address, even if a player discloses that info first. Don't reveal such information about bystanders or anyone else. Don't take photos or videos of other players unless you have their permission. Violations can result in the loss of your Collector for ArcGIS account.

Stay alert.

Remember to be alert at all time and stay aware of your surroundings. Please do not trespass, or in any manner gain or attempt to gain access to any property or location where you do not have the right or permission to be.

No cheating.

Don't do it. Play fair. Game of Maps is meant to be played on a mobile device and get you outside to explore. Methods of cheating, include: using modified or unofficial software; playing with multiple accounts (one account per player, please); sharing accounts; using tools or techniques to alter or falsify your location; or selling/trading accounts.

Termination.

We may terminate your access to and use of the App, at our sole discretion, at any time and without notice to you.

We will enforce the Waiver and Release as well as these Guidelines.

We will review reported player accounts and content and will determine whether or not they violate the Waiver and Release and/or these Guidelines. Accounts are penalized for violations of the Waiver and Release and/or the Guidelines—we may issue a warning, suspend you from the game, or (for serious or repeated violations) terminate your participation in the game, or take other disciplinary action as the University sees fit within the University's discretion.