

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

THIS WAIVER SHALL BE SIGNED BY ALL PERSONS PARTICIPATING IN ATHLETIC, RECREATIONAL AND ADVENTURE PROGRAMS, WORKSHOPS AND OTHER ACTIVITIES INVOLVING RISK OF BODILY OR PERSONAL INJURY AND/OR PROPERTY DAMAGE

Name of Participant: _____
(hereinafter "Participant")

Activity: _____
(the "Activity")

Date of Activity: _____

Many programs, activities and workshops involve risks of injury, property damage and other dangers associated with participation in such activities. Participant should realize that there are inherent risks, hazards and dangers involved that cannot be eliminated regardless of the care taken to avoid injuries. Dangers peculiar to such activities include, but are not limited to: 1) major injuries such as: hypothermia, broken bones, cardiac arrest/heart attack, eye injury or loss of sight, drowning, concussion, joint, ligament or back injuries and heat exhaustion; 2) minor injuries such as strains, sprains, bruises, scratches, cuts and abrasions.

Participant is additionally aware that there inherent risks, hazards and dangers involved in the training, preparation for, and travel to and from the Activity. It is the responsibility of Participant to engage only in those activities and programs for which he/she has the prerequisite skills, qualifications, preparation and training.

Georgia Institute of Technology does not warrant or guarantee in any respect the competency or mental or physical condition of any trip leader, vehicle driver, instructor, or individual participant in any athletic, recreational, adventure program or workshop.

Initials_____ Date_____

ACKNOWLEDGMENT AND ASSUMPTION OF RISK BY PARTICIPANT

I have read the above notice carefully and acknowledged receipt of a copy thereof. In consideration of the benefits received, I understand and appreciate the risks that are inherent in the Activity and hereby assume all risks of damages or injury, including death, that I may sustain while participating in or as a result of, or in any way growing out of the Activity, or in travel to and from such Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Further I hereby certify that I am covered by an accident and health insurance policy that will be in effect at any time I am participating in the Activity.

Initials_____ Date_____

PARTICIPANT'S INDEMNIFICATION AND HOLD HARMLESS

I agree to INDEMNIFY AND HOLD Georgia Institute of Technology and the Board of Regents of the University System of Georgia, its members individually, and its officers, agents and employees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my involvement in the Activity and to reimburse them for any such expenses incurred.

PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE (READ CAREFULLY BEFORE SIGNING)

The undersigned hereby acknowledges that participation in risk oriented programs and activities involves an inherent risk of physical injury and assumes all risks. The undersigned hereby agrees that for the sole consideration of the Georgia Institute of Technology allowing the undersigned to participate in the Activity for which or in connection with which the Georgia Institute of Technology has made available any facilities, equipment, grounds, or personnel for such programs or activities or to the undersigned while participating in the Activity, the undersigned does hereby release and forever discharge the Georgia Institute of Technology and the Board of Regents of the University System of Georgia, its members individually, and its officers, agents and employees of any and from all claims, demands, rights and causes of action of whatever kind or nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, resulting from any participation in any way connected with the Activity.

I further covenant and agree that for the consideration stated above I will not sue Georgia Institute of Technology, the Board of Regents of the University System of Georgia, its members individually, its officers, agents, or employees for any claim for damages arising or growing out of my participation in the Activity. I understand that the acceptance of this release and covenant not to sue Georgia Institute of Technology or the Board of Regents of the University System of Georgia shall not constitute a waiver in whole or in part, of sovereign or official immunity by said Board, its members, officers, agents, and employees. I have received a copy of this document and I certify that I am _____ years of age and suffering under no legal disabilities and that I have read the above carefully before signing.

Severability: The undersigned further expressly agrees that the foregoing WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the "Agreement") is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and that if any portion thereof is held by a court of competent jurisdiction to be invalid, it is agrees that such provision will be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the remaining provisions.

NAME _____
(Please Print)

gtID # _____

Date _____

Signature

~~Signature of Parent or Guardian if Participant is~~
~~under 18~~