



UNIVERSITY OF WEST GEORGIA
RELEASE, WAIVER OF LIABILITY, & COVENANT NOT TO SUE

Activity: _____

Date of Activity: _____ Location of Activity: _____

Acknowledgement & Assumption of Risk:

I wish to participate in the activity specified above. I am aware that this activity may involve inherent risks of physical injury, illness, loss of personal property, or death, and I assume all such risks. I also understand that there are potential risks of which I may not presently be aware. In addition, I understand that my participation in this activity involves risks incidental thereto including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and exposure to the possible reckless conduct of other participants. I understand that the University of West Georgia (hereinafter "UWG") is not insured to cover any loss or injury.

Nevertheless, I voluntarily elect to participate in this activity with knowledge of the danger involved, and hereby agree to accept and assume any and all risks of property damage, personal injury, or death. I understand that acceptance of this Release and Waiver of Liability and Covenant Not to Sue by UWG and the Board of Regents of the University System of Georgia (hereinafter "Board of Regents") shall not constitute a waiver, in whole or part, of sovereign immunity by said Board, its members, officers, agents and employees.

Waiver of Liability & Indemnification:

In consideration for being allowed to voluntarily participate in the above-referenced activity, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- a. Waive, release, and discharge UWG and the Board of Regents, its members individually, its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate, as a direct or indirect result of my participation in the above referenced activity or event; and
- b. Indemnify, save, and hold harmless UWG and the Board of Regents, its members individually, its agencies, officers, and employees of, from and against any and all claims of any nature including all costs, expenses, and fees arising out of or resulting from my actions during this activity or event.

Image Release:

During my participation in the above-referenced activity, I understand that I may be videotaped, photographed, and/or recorded. I hereby grant permission and authorize UWG to videotape, photograph, and/or record me, my voice and/or my property during my participation in the above-referenced activity. Further, I authorize UWG to use my name, likeness, and voice in connection with these recordings, and to exhibit or distribute such recording in whole or in part without restrictions or limitation for any educational or promotional purpose for which UWG and those acting pursuant to its authority deems appropriate.

Severability:

The participant further expressly agrees that the foregoing Release, Waiver of Liability, & Covenant Not to Sue, 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 agreed 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.

By my signature below, I hereby certify that: I am at least 18 years of age or older, I have carefully read and understand the terms and conditions herein and I freely and voluntarily provide and have the legal capacity to sign this Release, Waiver of Liability, & Covenant Not to Sue. If I am under 18 years of age, my parent or guardian must also sign below and my parent or guardian consents to the terms and conditions herein on my behalf.

Participant Signature

Parent/Guardian Signature

Printed Name

Printed Name of Parent/Guardian

Date

Date