

Continuing Education Waiver Form

RELEASE OF CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNIFICATION AGREEMENT (READ CAREFULLY BEFORE SIGNING)

I hereby acknowledge that participation by myself and/or my child in _____ (program title), a voluntary educational, social, athletic, and/or recreational program sponsored and administered by the Division of Continuing Education and Public Service at Georgia Southern University, involves an inherent risk of and exposure to property damage and bodily or personal injury, including injury that may prove fatal, to myself, to my child, or to others. Dangers involved in this activity include, but are not limited to, heat related illnesses, hypothermia, cardiac/circulatory problems, musculoskeletal injuries (sprains, strains, bruises, fractures, etc.), stings and bites, concussions, and cuts/lacerations. I fully assume all risks of injury, sickness, or death to myself and/or my child associated with participation in the above stated voluntary activity and I fully consent to my child's participation. For the sole consideration of Georgia Southern University arranging for and allowing my participation and/or my child's participation in this voluntary program, and in connection therewith, making available for my use and/or my child's use while participating in such program, certain equipment, facilities, grounds, or personnel of Georgia Southern University, I hereby waive, release, forever discharge, hold harmless, covenant not to sue, and indemnify Georgia Southern University, the Board of Regents of the University System of Georgia, their members individually and their officers, agents and employees (hereafter "Releasees") from any and all liability, claims, damages, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, or the consequences thereof, resulting from or in any way connected with my participation and/or my child's participation in the program. I understand and acknowledge that acceptance of this signed RELEASE OF CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNIFICATION AGREEMENT (hereafter "Agreement") by the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity by Releasees. I further understand and agree that this Agreement shall be effective during the entire period of my participation and/or my child's participation in the above referenced program.

I understand and agree that the Releasees do not have medical personnel available at all times during the program and are hereby granted permission to authorize emergency medical treatment, if necessary, or myself and my child, and that such action by Releasees shall be subject to the terms of this Agreement. I state that I and my child have no health-related reasons or problems which preclude or restrict participation in this program, and that I and my child have adequate 24-hour health insurance to provide for and pay any medical costs that may be attendant as a result of injury to me and/or my child.

I acknowledge and represent that I have fully informed myself of the contents of this Agreement, that I freely and voluntarily sign this Agreement, and that it is my express intent that this Agreement shall contractually bind my heirs, executors, administrators, and assigns, and my child's heirs, executors, administrators, and assigns, as well as myself and my child.

This the _____ day of _____, 2009.

Signature of participant or parent or guardian

Printed Name of Participant

Signature of witness / Date
(Must be 18 years or older)

Age (if child)