

Consent, Release, Waiver of Liability and Covenant not to Sue

NOTICE TO ALL PERSONS PARTICIPATING IN MIDDLE GEORGIA STATE UNIVERSITY ATHLETIC, RECREATIONAL, CO-CURRICULAR, OR EXTRACURRICULAR ACTIVITIES AND ASSUMPTION OF THE RISK AND INSURANCE CERTIFICATION

Many athletic, recreational or extracurricular activities and programs involve substantial risks of bodily injury, death, property damage, and other dangers associated with participation in such activities. Dangers related to such activities include but are not limited to: hyperthermia, broken bones, strains, sprains, bruises, drowning, concussions, heart attack, death, illness, exhaustion, loss of personal property or arrest.

Each participant in such activities should realize that there are risks, hazards and dangers inherent in such activities and in the training, preparation for, and travel to and from such activities. It is the sole responsibility of each participant to participate only in those activities in which he/she has the requisite skills, qualifications, preparation, and training.

The undersigned acknowledges that Middle Georgia State University does not warrant or guarantee in any respect the competency or mental or physical condition of any guide, director, leader, vehicle driver, or individual participant in any athletic, recreational, co-curricular or extracurricular activity.

All participants in voluntary athletic, recreational, co-curricular, or extracurricular activities are required to sign the Release Waiver and Covenant Not to Sue Form below.

I, the undersigned, acknowledge that I am solely responsible for any hospital, medical or other costs arising from bodily injury or any property damage cost sustained through my participation in such voluntary athletic, recreational, co-curricular or extracurricular activities. In this regard, I certify that I am covered by 24 hour health and accidental insurance policy which is effective abroad.

CONSENT, RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE

The undersigned hereby acknowledges his/her participation in _____ (hereinafter referred to as the "Program") coordinated by _____ and to be held on (dates) _____. The undersigned also acknowledges that participation in said Program, and travel to and from this Program may involve hazards, dangers, inherent risks of physical injury, including but not limited to death or loss of personal property and hereby assumes all such risks.

NOW, THEREFORE, the undersigned (for myself, my heirs, executors, administrators, and assigns) hereby agrees, for the sole consideration of the enrichment I expect to derive from the Program and for consideration of MIDDLE GEORGIA STATE UNIVERSITY allowing my participation in this Program and/or arranging travel to and from the Program, to waive, release, covenant not to sue, and forever discharge the Board of Regents of the University System of Georgia, its members individually, and its officers, agents and employees, and MIDDLE GEORGIA STATE UNIVERSITY, 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, including but not limited to negligence, 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, including death, resulting from my participation in or in any way connected with this Program either arising before, during and/or subsequent to the Program. I understand that my obligation pursuant to this Covenant, Release, Waiver of Liability and Covenant Not to Sue will survive the expiration or termination of the Program.

I understand that acceptance of this Release, Waiver of Liability and Covenant Not to Sue 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 said Board, its members, officers, agents, and employees.

I understand it is my responsibility to evaluate the condition of my health in relation to the demands of this Program. If uncertain, I will consult with a family physician. Further, I understand that MIDDLE GEORGIA STATE UNIVERSITY does not provide health insurance for Program participants and that I am responsible for obtaining adequate insurance for the eventuality that, if I drive any vehicle during the Program and/or travel to and from the Program, I will be personally responsible and liable for all damages and injuries arising there from, to the extent that said liability, damage, and/or injury is not covered by the Georgia State Tort Claims Act.

I agree to abide by all Middle Georgia State University policies during my participation in this Middle Georgia State University activity including the Student Code of Conduct, the Drug-Free Campus Policy, and the Student Travel Policy.

I hereby certify that I am eighteen (18) years of age or older, or my parent or guardian has signed below; that I am suffering under no legal disabilities; and that I, or my parent and/or guardian, have received a copy of this document which I have read carefully and understood before signing.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ___ day of _____, 20_____.

Signature of PARTICIPANT

Signature of WITNESS

Signature of PARENT OR GUARDIAN if PARTICIPANT is less than 18 years old

PLEASE RETURN ALL COMPLETED TRAVEL FORMS TO STUDENT LIFE.