

General Waiver

***(Important Legal Document: Read Carefully before Signing)***

Activity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Event Date(s) (mm/dd/yy):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RAM ID #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ASU Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_@student.asurams.edu Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Assumption of Inherent Risk:**

Many programs or activities offered at Albany State University (ASU) involve substantial risk of bodily injury, property damage, and other dangers associated with participation in such programs or activities. The undersigned (for myself, my heirs, executors, administrators, and assigns) hereby voluntarily participate in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and acknowledges, understands, and appreciates that participation in such activities involves inherent risks of physical injury, including, but not limited to, exposure to wildlife (flora and fauna), insect bites and stings, broken bones, strains, sprains, bruises, concussion, heat-related illnesses (hyperthermia), cold-related illnesses (hypothermia), abnormal heart beats, abnormal blood pressure, and in rare cases, head injuries, paralysis, heart attack, stroke, and possibly death.

**Waiver:**

The undersigned (for myself, my heirs, executors, administrators, and assigns) hereby agrees, for the sole consideration of the enrichment I expect to derive from participation in the above-described and for the consideration ASU allowing my participation in the program/event/activity to waive, release, hold harmless, covenant not to sue, and forever discharge ASU and the Board of Regents of the University System of Georgia, and their members individually, and their officers, agents and employees from any and all present and future claims resulting from **ordinary negligence,** demands, rights, causes of action, judgments costs and expenses, or other liability of whatsoever kind or nature resulting from my participation in or growing out of or in any way connected with this event or other type of recreational activities either arising before, during and/or subsequent to becoming involved with the program, including but not limited to any and all, known and unknown, foreseen and unforeseen, bodily and personal injuries, including death, damage to property, and the consequences.

Because of the nature of the programs and activities made available through ASU and the equipment that is an integral part of many activities, there is an inherent risk of injury by any exercise activity and certain other activities. This results in a practical limitation being placed on ASU in its effort to prevent injuries to participants, whether actively participating in physical activity, utilizing the fitness or recreational equipment, receiving instruction in the use of the equipment, or receiving instruction regarding a recreational event, or taking advantage of the various other facilities and activities at ASU.

In consideration of the previously stated factors, the undersigned participant acknowledges the existence of inherent risks in connection with these activities, assumes such risks, and agrees to accept the responsibility of any injuries sustained by him/her in the course of his/her participation in this recreational activity. The participant further acknowledges the existence of and the need for certain rules and procedures concerning the use of equipment and facilities that are a part of this event and he/she agrees to abide by those rules.

I understand that the acceptance of this form 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 that this document shall be effective during the entire period of my enrollment at ASU or employment at ASU.**

**Indemnification (Covenant Not to Sue):**

I agree to hold harmless, defend, and indemnify Albany State University, the Board of Regents of the University System of Georgia, and their members individually, and their officers, agents and employees. The undersigned (for myself, my heirs, executors, administrators, and assigns) hereby acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in such voluntary outdoor adventure activities, intramurals, competitive sports, or other types of recreational activities. By signing below, you affirm that you have both accident and medical insurance coverage and that you accept complete responsibility for any and all medical expenses that you may incur through voluntary participation in this activity.

**ACKNOWLEDGEMENT:**

**Having read the preceding on both sides of this document, I knowingly acknowledge my understanding of these risks set forth herein and accept full responsibility for my own exposure to such risks or that of my minor child or ward. I know the nature of this activity and the demands of this activity relative to my physical condition and skill level, the potential impact of the types of injuries that may occur. I also understand that I am advised to consult with my physician before engaging in any vigorous physical activities. I hereby assert that my participation in this activity is voluntary and that I knowingly assume all of the inherent risk of the activity. I hereby certify that I am at least 18 years of age, 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 read this form carefully, understand it, and agree to be bound by its terms. I have asked a PROFESSIONAL STAFF member any and all questions that I have concerning this document and that my questions have been answered satisfactorily. I further understand that this document is valid for the entire duration of time that I am enrolled/employed at Albany State University.**

THIS CONSENT IS GIVEN FREELY AND VOLUNTARILY BY ME WITHOUT COERCION, DURESS, THREAT, OR PROMISE OF ANY KIND. I CERTIFY THAT I UNDERSTAND AND HAVE READ THE ABOVE CAREFULLY BEFORE SIGNING. I UNDERSTAND THAT I AM NOT SUBJECT TO ANY ADVERSE ACTION IF I DO NOT SIGN.

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Participant's Signature Date

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Parent's or Guardian's Signature ***(if participant is under 18)*** Date

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Staff or Witness Signature Date