

**Participant Information**

University Status:    Student    Faculty    Staff    Graduate    Other \_\_\_\_\_

Participant's Last Name \_\_\_\_\_ (First) \_\_\_\_\_ PantherCard ID No. \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Name of Spouse/Domestic Partner \_\_\_\_\_ PantherCard ID No. of Spouse/Domestic Partner \_\_\_\_\_

## Georgia State University Department of Recreational Services Assumption of Risk, Waiver of Liability & Indemnity Agreement Recreation Services - Comprehensive

**FOR AND IN CONSIDERATION** of the opportunity to utilize Georgia State University Department of Recreational Services facilities, equipment, programs and services (the "Facilities") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and each guest or person in Participant's family who will utilize the Facilities in connection with Participant's eligible participant status (individually and collectively referred to as the "Undersigned") do hereby agree to the following:

**Assumption of Risk.** The Undersigned acknowledge the existence of risk in connection with use of the Facilities, whether in an active or spectator capacity (including, but not limited to, participation in fitness classes, aerobic activities, instructional and group classes, sports clubs, Touch the Earth programs and trips, ropes courses, sporting activities, running, weight lifting, use of equipment and swimming pools and/or mere presence on property owned or controlled by Recreational Services or at events sponsored by Recreational Services) (all such use of the Facilities referred to as the "Activities"). Participation by the Undersigned in the Activities is purely voluntary and the Undersigned elect to participate with full knowledge of the risks of injury, illness or damage to property. The Undersigned accept full responsibility for any injuries, illness or damage to property that Participant may sustain in the course of such Activities. The specific risks vary from one activity to another, but potential risk include, but are not limited to: scratches, cuts, splinters, bruises, sprains, dislocations, broken bones, torn muscles, torn ligaments, joint or back injuries, nerve damage, eye injuries or loss of sight, heat stroke or exhaustion, heart attacks, strokes, concussions, brain or spinal cord injuries, temporary or permanent paralysis, loss of bodily functions, drowning, or even death. These risks may result from the use of the Facilities, from the Activities themselves, from the acts of others or the or from the unavailability of emergency medical care. The Undersigned acknowledge and agree that they are owed no extraordinary duty of care in connection with their participation in the Activities.

**Waiver/Indemnity and Defend.** The Undersigned hereby release, waive, discharge, indemnify, covenant not to sue, and agree to hold harmless for any and all purposes the Board of Regents of the University System of Georgia ("Board") and the Board of Regents of the University System of Georgia, by and on behalf of, Georgia State University (hereinafter referred to as the "University"), and their employees, officers, or agents (hereinafter collectively referred to as the "Releasees") from any and all liability, claims, demands, causes of action, suits, losses, damages, property damage, property loss or theft, costs (including court costs and attorneys' fees) or injury, including death, that may be sustained by the Undersigned while using the Facilities and/or participating in any Activity whether caused by the negligence of the Releasees or otherwise. The Undersigned understand and intend that this Assumption of Risk and Release is binding upon the Undersigned and their heirs, executors, administrators and assigns.

**Acknowledgement of Policies and Procedures.** The Undersigned agree to abide by the policies and procedures of Recreational Services, the Facilities and the University. **A copy of the Policies and Procedures Guide is available at <http://recreation.gsu.edu>.** Recreational Services reserves the right to temporarily revoke or permanently terminate the membership, participant and/or guest privileges of the Undersigned for any violations of the above-referenced Policies and Procedures. The Undersigned understand that a valid, current PantherCard, membership card or guest pass may be required to access the Facilities. Participant guests and children must be accompanied by an eligible Participant at all times.

**Prerequisite Skills and Training.** The Undersigned represent that they have the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in the Activities. The Undersigned agree to direct all questions about the skills, qualifications, or training necessary to properly use the equipment, facility, or to participate in Recreational Services programs to the appropriate Staff Member on site. The Undersigned acknowledge that no one can warn them of all of the dangers associated with the Facilities and that they have the responsibility to investigate any activity, hazard, or thing which may be dangerous or that the Undersigned do not understand. The Undersigned have verified with their physician or other medical professional that they have no past or current physical or psychological condition that might affect their participation in the Activities.

**Insurance.** The Undersigned understand that University and Recreational Services do not carry participant insurance and that the Undersigned will be solely responsible for any medical, health or personal injury costs relating to their use of the Facilities and participation in the Activities. The Undersigned are encouraged to have a medical physical examination and to purchase health and accident insurance prior to any and all participation in the Activities.

**Medical Care.** The Undersigned give Facilities staff permission to seek emergency medical, rescue, or evacuation services for them should they become injured or ill with the understanding that s/he is responsible for any expenses incurred. The Undersigned also realizes that they may be attended to by Facilities' staff until medical care is available.

**Guests.** Participant acknowledges responsibility for supervising guests and family members who utilize the Facilities in connection with Participant's eligible participant status and expressly agrees to be responsible for their actions. Participant's membership and/or participant privileges may be revoked in the event his/her guests or family members violate University or Facility policy.

**Severability.** The Undersigned expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Release.** The Undersigned grant the University and the Board the right to use and make any and all sound recordings, photographs, film or video likenesses of the Undersigned to use for educational, marketing, promotional purposes or other lawful purposes. The Undersigned renounce any claim to any payment for or royalty from these recordings, photographs, or likenesses and do release and covenant not to sue the University or the Board from any and all claims, rights, or causes of action which the Undersigned might have as a result of the use of these photographs or likenesses.

**Acknowledgement of Understanding.** The Undersigned have read, understands and accept the terms and conditions stated herein, and understand that they are giving up substantial rights, including the right to sue Georgia State University or the Board of Regents of the University System of Georgia, or any of their officers, agents, servants, or employees. The Undersigned acknowledge that they are signing the agreement freely and voluntarily, and intend by their signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. The Undersigned further understand that acceptance of this agreement by Georgia State University and the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity.

**Participant Signature (Print)** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Spouse/Domestic Partner (Print)** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Name of Participant's Guest (print) \_\_\_\_\_ Age (if guest is a minor) \_\_\_\_\_ Parent/Guardian Signature (if guest is a minor) \_\_\_\_\_ Date \_\_\_\_\_

Name of Participant's Guest (print) \_\_\_\_\_ Parent/Guardian Signature (if guest is a minor) \_\_\_\_\_ Date \_\_\_\_\_

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 Updated, 5/2016