

RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE (READ CAREFULLY BEFORE SIGNING)

The undersigned hereby acknowledges that participation in collegiate athletic programs and recreational activities involve an inherent risk of physical injury and assumes all such risks. The undersigned hereby agrees that for the sole consideration of Albany State University (the Institution) allowing the undersigned to participate in voluntary recreational programs or collegiate athletic activities and, in connection therewith, making available to the undersigned for his/her use while participating in such programs or activities, certain equipment, facilities, grounds, or personnel of the institution, the undersigned participant does hereby waive liability, release forever discharge the Institution and the Board of Regents of the University System of Georgia (the Board of Regents), its members individually, and its officers, agents and employees of and from any and all claims, demands, rights and causes of action of whatever kind or nature, arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from my voluntary participation in or in any way connected with such recreational programs and collegiate athletic activities.

He/she will not sue the Institution, the Board of Regents, its members individually, its officers, agents or employees for any claim for damages arising or growing out of his/her voluntary participation in recreational programs or collegiate athletic activities. The undersigned understands that the acceptance of this release, waiver of liability and covenant not to sue the Institution or the Board of Regents or any agent or employee thereof, shall not constitute a waiver, in whole or in part, of sovereign or official immunity by said Board; its members, officers, agents, and employees.

In signing this release, the undersigned acknowledges and represents that he/she has read the foregoing waiver, release and covenant not to sue, understands it, and has signed it **voluntarily** of his/her own free act and deed. He/she further acknowledges that no oral representation, statements or inducements, apart from the foregoing written agreement, have been made and that he/she is at least eighteen (18) years of age and fully competent. If he/she is under the age of eighteen (18), a parent shall sign as his/her legal representative, accepting fully each and every covenant, release, discharge and waiver of liability contained herein. The undersigned fully executes this Release for full, adequate and complete consideration, fully intending to be bound by same.

The undersigned understands that he/she is required to provide his/her own Accident and Medical Insurance. The undersigned hereby agrees that he/she is financially responsible for all such accident and medical expenses that he/she may incur as a result of his/her participation in the program or activity. Accident and Medical insurance is not provided by the Institution or the Board of Regents. The undersigned understands that any injury sustained while voluntarily participating in Albany State University collegiate and recreational programs/activities will not be covered by the school's secondary insurance policy.

The undersigned understands that while participating in the program or activity sanctioned by the Institution and/or Board of Regents, he/she is subject to the Institution's and/or Board of Regents' regulations, guidelines and procedures, the laws of the United States and the laws and regulations of the State of Georgia. The undersigned understands that in the event he/she violates any of these rules or regulations or becomes

disruptive such that he/she is a threat to other participants, the designated agent of the Institution and/or Board of Regents shall have the right to dismiss him/her from the program or activity.

Further, the undersigned understands that this release, waiver or liability and covenant not to sue shall be effective for _____ semester or the activity as indicated above and occurring from _____ to _____.

So agreed this _____ day of _____, 20____.

(Name of Participant--Please Print) *Signature of Participant (if 18 years or older)

Signature witnessed by:

Name of Witness (Please Print) Signature of Witness

*Signature of the parent or legal representative is required if the participant is less than 18 years of age.