

**WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

For In-Person and/or Virtual Participation

THIS WAIVER SHALL BE SIGNED BY ALL PERSONS PARTICIPATING IN ATHLETIC, RECREATIONAL AND ADVENTURE PROGRAMS, WORKSHOPS AND OTHER ACTIVITIES INVOLVING RISK OF BODILY OR PERSONAL INJURY AND/ OR PROPERTY DAMAGE.

Printed Name of Participant: _____
(hereinafter "Participant")

Activity: _____
(Designate whether Activity is: virtual ☐ in-person ☐ or hybrid {both} ☐)

Date of Activity:

Many programs, activities and workshops, whether in person or virtually, involve risks of injury, property damage and other dangers associated with participation in such activities. Participant should realize that there are inherent risks, hazards and dangers involved that cannot be eliminated regardless of the care taken to avoid injuries. Dangers peculiar to such activities include, but are not limited to:

- 1) **Major injuries**, such as broken bones, cardiac arrest/heart attack, eye injury or loss of sight, concussion, joint, ligament or back injuries, heat exhaustion, infections and viruses; and
- 2) **Minor injuries**, such as strains, sprains, bruises, scratches, cuts, abrasions, infections and viruses.

If the Activity is taking place virtually, the Participant should make sure the surroundings are appropriate for the Activity.

- **If the Activity is taking place in or near water, drowning is also a risk of which Participant should be aware.**
- **If the Activity is taking place outdoors, in a cold climate and/or during winter months, hypothermia is also a risk of which Participant should be aware.**

Participant is additionally aware that there are inherent risks, hazards and dangers involved in the training, preparation for, and travel to and from the Activity. It is the responsibility of Participant to engage only in those activities and programs for which Participant has the prerequisite skills, qualifications, preparation and training and is in good physical condition.

Georgia Institute of Technology ("Georgia Tech") does not make any representations as to the qualifications or fitness of any non-Georgia Tech employees, including, but not limited to, any trip leaders, vehicle drivers, instructors, or individual participants in any athletic, recreational, adventure program or workshop.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK BY PARTICIPANT

I have read the above notice carefully and acknowledged receipt of a copy thereof. In consideration of the benefits received, I understand and appreciate the risks that are inherent in the Activity and hereby assume all risks of damages or injury, including but not limited to death and major injuries that I may sustain while participating in or a result of, or in any way arising out of the Activity, or in travel to and from such Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

I understand and agree it is my responsibility to use good judgment regarding my health and safety and to limit my participation in the Activity in any way I deem most appropriate, including but not limited to, not participating in the Activity. Further, I hereby certify that there are no health-related reasons or issues that preclude or restrict my participation in the Activity to the best of my knowledge and I hereby certify that I am covered by an accident and health insurance policy that will be in effect at any time I am participating in the Activity.

PARTICIPANT'S INDEMNIFICATION AND HOLD HARMLESS

I agree to INDEMNIFY AND HOLD Georgia Tech, The Board of Regents of the University System of Georgia ("The Board of Regents"), their members, officers, employees and agents individually HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including, but not limited to, attorneys' fees brought as a result of my participation or involvement in the Activity and to reimburse them for any such expenses incurred.

PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE

I hereby acknowledge that participation in risk-oriented programs and activities involves an inherent risk of physical injury and assumes all risks. I hereby agree that for the sole consideration of Georgia Tech allowing me to participate in the Activity for which or in connection with which Georgia Tech has made available any facilities, equipment, grounds, or personnel for such programs or activities or to me while participating in the Activity, I hereby release and forever discharge Georgia Tech, The Board of Regents, their members officers, employees and agents individually, of any and from all claims, demands, rights and causes of action of whatever kind or nature, 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, resulting from any participation in any way connected with the Activity.

I further covenant and agree that for the consideration stated above I will not sue Georgia Tech, The Board of Regents, their members, officers, employees or agents individually for any claim for damages arising out of or from my participation in the Activity. I understand that the acceptance of this release and covenant not to sue Georgia Tech or The Board of Regents shall not constitute a waiver of sovereign or official immunity, in whole or in part, by Georgia Tech, The Board of Regents, their members, officers, employees or agents.

I further expressly agrees that the foregoing WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the "Agreement") is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and that if any portion thereof is held by a court of competent jurisdiction to be invalid, it is agreed that such provision will be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the remaining provisions.

Regarding any photographs, video tapes, motion pictures, recordings, or other reproduction of my image (hereinafter

collectively known as “Images”) which Georgia Institute of Technology has taken of me or in which I may be included with others during the course of my participation in this Activity, I hereby grant to the Georgia Institute of Technology permission to use such Images in any media now or hereafter known for any legitimate purpose whatsoever, and to use my name in connection therewith if Georgia Institute of Technology so chooses.

I am aware and acknowledge I may receive a copy of this document upon my request.

BY MY SIGNATURE BELOW, I HEREBY CERTIFY THAT:

- (i) I AM AT LEAST 18 YEARS OF AGE OR OLDER OR IF I AM UNDER 18 YEARS OF AGE, MY PARENT OR GUARDIAN MUST ALSO SIGN BELOW AND MY PARENT OR GUARDIAN CONSENTS TO THE TERMS AND CONDITIONS HEREIN ON MY BEHALF;
- (ii) I HAVE CAREFULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS HEREIN;
- (iii) I FREELY AND VOLUNTARILY PROVIDE THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY, COVENANT NOT TO SUE, RELEASE OF CLAIMS AND INDEMNITY AGREEMENT AND NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, ORAL OR WRITTEN, HAVE BEEN MADE; AND
- (iv) I HAVE THE LEGAL CAPACITY TO PROVIDE THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY, COVENANT NOT TO SUE, RELEASE OF CLAIMS AND INDEMNITY AGREEMENT.

Signature of Participant

GT ID # (if Georgia Tech Student)

Date

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date