

**For In-Person and/or Virtual Participation**

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

**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; 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.

Georgia Institute of Technology does not make any representations as to the qualifications or fitness of any non-Georgia Institute of Technology 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 death that I may sustain while participating in or a result of, or in any way growing 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.

Further 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 Institute of Technology and the Board of Regents of the University System of Georgia, its members individually, and its officers, agents and employees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my 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**

The undersigned hereby acknowledges that participation in risk oriented programs and activities involves an inherent risk of physical injury and assumes all risks. The undersigned hereby agrees that for the sole consideration of the Georgia Institute of Technology allowing the undersigned to participate in the Activity for which or in connection with which the Georgia Institute of Technology has made available any facilities, equipment, grounds, or personnel for such programs or activities or to the undersigned while participating in the Activity, the undersigned does hereby release and forever discharge the Georgia Institute of Technology and the Board of Regents of the University System of Georgia, 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, 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 Institute of Technology, the Board of Regents of the University System of Georgia, its members individually, its officers, agents, or employees for any claim for damages arising or growing out of my participation in the Activity. I understand that the acceptance of this release and covenant not to sue Georgia Institute of Technology or the Board of Regents of the University System of Georgia shall not constitute a waiver in whole or in part, of sovereign or official immunity by said Board, its members, officers, agents, and employees. I have received a copy of this document and I certify that I am at least eighteen (18) years of age and legally competent and that I have read the above carefully before signing.

Severability: The undersigned 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.

In regard to 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.

NAME \_\_\_\_\_  
(Please Print)

gtID # \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Parent or Guardian  
if Participant is under (18)