

Georgia State University
Assumption of Risk, Waiver of Liability & Indemnity Agreement

EXLAB Guest Waiver for Non-GSU Adults & Minors Under 18

Participant Information

Participant Name PantherCard ID No. (If Applicable)

Street Address City State Zip Telephone

FOR AND IN CONSIDERATION of the opportunity to utilize the Georgia State University EXLAB, including, but not limited to, its facilities, equipment, programs and services (the “Facilities”), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant does hereby agree to the following:

Assumption of Risk. Participant acknowledges 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 tours, clinics, instructional and group classes and programs and/or mere presence in the Facilities) (all such use of the Facilities referred to as the “Activities”). Participation by Participant in the Activities is purely voluntary and Participant elects to participate with full knowledge of the risks of injury, illness or damage to property. Participant accepts 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, bruises, burns, eye injuries, loss of bodily functions, 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. Participant acknowledges and agrees that they are owed no extraordinary duty of care in connection with their participation in the Activities.

Waiver, Indemnify and Hold Harmless. The undersigned Participant hereby releases, waives, discharges, indemnifies, covenants not to sue, and agrees 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, cooperative organizations, members, contractors, 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 Participant while using the Facilities and/or participating in the Activities whether caused by the negligence of the Releasees or otherwise. Participant understands and intends that this Assumption of Risk and Release is binding upon Participant and the heirs, executors, administrators and assigns of Participant.

Acknowledgement of Policies and Procedures. Participant agrees to abide by the policies and procedures governing the use of the EXLAB. University reserves the right to temporarily revoke or permanently terminate the privileges of Participant for any violations of the above-referenced Policies and Procedures.

Prerequisite Skills and Training. Participant represents that s/he has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the Facilities and to participate in the Activities. Participant acknowledges that no one can warn him/her of all of the dangers associated with the Facilities and the Activities and that s/he has the responsibility to investigate any activity, hazard, or thing which may be dangerous or that Participant does not understand. Participant has verified with his/her physician or other medical professional that Participant has no past or current physical or psychological condition that might affect his/her participation in the Activities.

Property Damage. Participant agrees to take full financial responsibility for any damage caused to University property in the course of his/her use of the Facilities. Participant acknowledges and agrees to immediately pay the cost to repair and/or replace University property he/she may damage upon demand by the University. Further, Participant agrees to pay all costs of collection incurred by the University as the result of his/her failure to promptly pay such repair/replacement costs, including reasonable attorney’s fees and interest at the rate of 1.5% per month.

Insurance. Participant understands that University and the Department of Athletics do not carry participant insurance and that the Participant will be solely responsible for any medical, health or personal injury costs relating to use of the Facilities and participation in the Activities. Participant is 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. Participant gives the University staff permission to seek emergency medical, rescue, or evacuation services for him/her should s/he become injured or ill with the understanding that s/he is responsible for any expenses incurred. Participant also realizes that s/he may be attended to by University staff until medical care is available.

Severability. Participant expressly agrees 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.

Media Release. Participant grants the University and the Board the right to use and make any and all sound recordings, photographs, film or video likenesses of the Participant to use for educational, marketing, or promotional purposes. The Participant renounces any claim to any payment for or royalty from these recordings, photographs, or likenesses. The Participant understands that the University, its staff, or any of its agents or contractors may use these photographs or likenesses for any lawful purpose. Further, the Participant releases and covenants not to sue the University or the Board from any and all claims, rights, or causes of action which Participant might have as a result of the use of these likenesses (in any format).

Acknowledgement of Understanding. Participant has read, understands and accepts the terms and conditions stated herein, and understands that Participant is 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. Participant acknowledges that s/he is signing this agreement freely and voluntarily, and intends by his/her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. Participant further understands 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 Date

Name of Participants' Parent/Guardian (if under 18): Parent/Guardian Signature Date