

*Columbus State University
and
Columbus Academy for Lifelong Learning*

GENERAL RELEASE AND WAIVER OF LIABILITY

For Academic Year: 2023-2024

MEMBER'S NAME: _____

THIS DOCUMENT IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ IT BEFORE SIGNING. IF YOU ARE UNDER 18, THIS FORM MUST BE SIGNED BY YOUR PARENT OR GUARDIAN BEFORE YOU WILL BE ALLOWED TO PARTICIPATE IN THE ACTIVITY.

This is a legally binding Consent Form and Release of Liability made voluntarily by YOU, as well as YOUR heirs, executors, administrators, legal representatives and assigns to the Board of Regents of the University System of Georgia by and on behalf of Columbus State University, its affiliated entities, insurers, employees, volunteers, officers, directors, and associates (hereinafter referred to as "Releasees").

By signing and agreeing to the terms of this document, YOU, acknowledge:

1. That the activities for which YOU are voluntarily submitting this application to participate in involves an inherent risk of physical injury, and therefore, YOU, assume all such risks and dangers to which YOU may be exposed by participating in such activities;
2. That some of the activities may involve unlevelled ground, heat, humidity, rigorous physical activity and contact with allergens, plants and animals;
3. That in consideration of the University allowing YOU to participate in the activity, YOU, hereby release, indemnify, hold harmless, and forever discharge the Releasees from any and all claims, demands, rights and causes of action of whatever kind of 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 consequence thereof, resulting from participation in the activities;
4. That YOU further covenant and agree that for the sole consideration stated above YOU will not sue the Releasees for any claim for damages arising or growing out of the voluntary participation in such activities;
5. That YOU certify that YOU are in good physical health and physically able to participate in the subject activities and understand and acknowledge that serious accidents sometimes occur during these types of activities, and that some medical conditions may be exacerbated or aggravated. YOU acknowledge sole responsibility for all medical and other costs arising out of bodily injury or any loss sustained through participation in such activities. In an emergency,

YOU authorize program staff to secure any licensed hospital, physician, ambulance and/or medical personnel for treatment deemed necessary for YOUR care;

6. That YOU consent to jurisdiction and venue in the state courts in Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens if any litigation or other legal proceedings shall arise under or in connection with this agreement.

7. That YOU have read this agreement, are at least eighteen (18) years old, fully competent to sign, and freely and voluntarily agree to be bound by its terms. It is the further intent of this agreement that it will be binding upon YOUR estate, heirs, administrators, personal representatives, and assigns.

YOU further acknowledge and agree to the following:

Transporting Students

Transporting of students to various sites may require transportation in CSU vehicles.

Transportation may include vehicles such as buses, vans and golf carts. YOU understand that these vehicles may not have seat belts and agree that, even if the vehicles have seat belts, Releasees are not responsible for injuries arising out of their use. YOU further agree that Releasees are not responsible for property that is lost, stolen, or damaged while participating in, or traveling to or from, anything related to the events or activities that YOU have voluntarily signed up to participate in.

Responding to Health Emergencies

In an emergency, YOU acknowledge that YOU are solely responsible for all medical and other costs arising out of bodily injury or any loss sustained through participation in the subject events activities. YOU authorize program staff to secure any licensed hospital, physician, ambulance and/or medical personnel for treatment deemed necessary for YOUR care.

Release and Waiver of Liability Relating to Coronavirus/COVID-19

On March 11, 2020, the World Health Organization officially characterized the Coronavirus / COVID-19 as a pandemic. COVID-19 is highly contagious and is spread mainly from person-to-person contact. As a result, federal, state, and local governments, as well as federal and state health agencies require social distancing and have prohibited or limited the congregation of groups of people. CSU has instituted preventative measures to reduce the spread of COVID-19 on CSU's campuses. CSU is unable, however, to guarantee that YOU will not become infected with COVID-19 as a result of your participation in a CSU-related activity. Further, participation in a CSU-related activity could increase risk of contracting COVID-19. By signing this agreement, YOU acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure or infection by COVID-19 while attending or participating in a CSU-related activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death. YOU, understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of YOU and others, including Releasees. YOU voluntarily agree to assume all of the risks described in the above paragraph and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, liability, or expense, of any kind,

that YOU may experience or incur in connection with YOUR attendance and participation in a CSU-related activity. Accordingly, as a condition of attending or participating in a CSU-related activity, YOU hereby release, covenant not to sue, indemnify discharge, and hold harmless the Releasees from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating thereto. YOU understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether a COVID-19 infection occurs before, during, or after participation in any CSU-related activity.

Use of Photographs

CSU routinely produces materials to illustrate, explain, and market its program and activities for purposes of volunteer and participant recruitment, fund-raising, enhancing community awareness, news releases, brochures, reports, etc. In support of this effort, certain university-sponsored activities are documented via photographs and/or videos. By signing this waiver, YOU give CSU permission to use YOUR image and/or the image of YOU as part of these materials. If you do not consent to the use of YOUR image, but still want to sign up and participate in the events and activities, you MUST contact Michelle Repass at michelle@columbusstate.edu and specifically inform her of your refusal to consent to the use of YOUR image.

I HAVE READ THIS DOCUMENT CAREFULLY AND ITS ENTIRELY AND AGREE TO BE BOUND BY ITS TERMS. FURTHER, I UNDERSTAND THAT THIS AGREEMENT COVERS ALL SESSIONS ATTENDED BY ME.

Signature

Date: _____

MEMBER INFORMATION:

IN CASE OF EMERGENCY NOTIFY:

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

PHONE: _____

PHONE: _____