#### UNIVERSITY OF WEST GEORGIA (UWG) RELEASE, WAIVER OF LIABILITY & COVENANT NOT TO SUE (TO BE SIGNED BY ADULTS IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE)

### UNIVERSITY OF WEST GEORGIA RECREATIONAL ACTIVITIES

Acknowledgment and Assumption of Risk

The University of West Georgia (UWG) offers recreational opportunities encompassing different activities. While due diligence will be exercised by the University to ensure the safety of the participants, the undersigned parents and/or legal guardians do hereby acknowledge that they are aware that the activity specified above may involve risks of injury, illness, or loss of personal property to the participant and that the participant assumes all such risks.

The undersigned parent(s) and/or legal guardians do hereby acknowledge that they are aware that participation in the above activity may include other activities and risks incidental thereto including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and exposure to the possible reckless conduct of other participants beyond the control of UWG.

Nevertheless, the undersigned parents and/or legal guardians acknowledge that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury, or death. I understand that the acceptance of this Release and Waiver of Liability and Covenant Not to Sue by the Board of Regents of the University System of Georgia and the University of West Georgia shall not constitute a waiver, in whole or part, of sovereign immunity by said Board, its members, officers, agents and employees.

I further authorize the supervising program director or his/her designee to obtain and provide medical treatment or services that, in the sole discretion of the program director or his designee, is determined to be needed for my child's benefit, and that the responsibility for the payment thereof shall be my sole responsibility.

### Waiver of Liability and Indemnification:

In consideration for my child being allowed to voluntarily participate in the above referenced activity, on behalf of the participant, the participant's personal representatives, heirs, next of kin, successors and assigns, the undersigned parent and/or legal guardian forever:

- a. waive, release, and discharge the University of West Georgia and the Board of Regents of the University System of Georgia, its members individually, its agencies, officers, and employees from any and all negligence and liability for the participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the participant, and the participant's estate as a direct or indirect result of participation in the above referenced activity or event; and
- b. **indemnify, waive, release, and discharge the University of West Georgia** and the Board of Regents of the University System of Georgia, its members individually, its agencies, officers, and employees from any and all negligence and liability for the participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the participant, and the participant's estate as a direct or indirect result of participation in the above referenced activity; and
- c. **indemnify, save, and hold harmless the University of West Georgia** and the Board of Regents of the University System of Georgia, its members individually, its agencies, officers, and employees of, from and against any and all claims of any nature including all costs, expenses, and fees arising out of or resulting from the participant's actions during this activity.
  - \* I, the undersigned parent and/or legal guardian, affirm that I am freely signing this agreement. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to the minor participant regarding any losses the participant may sustain as a result of participation in the activity. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.
  - \* I, the undersigned parent and/or legal guardian, acknowledge that I have been informed that this program is not a licensed child care facility. I also understand that this program is not required to be licensed by the Georgia Department of Early Care and Learning and this program is exempt from state licensure requirements.
  - \* PHOTO RELEASE: I (\_\_\_\_\_DO) (\_\_\_\_\_DO NOT) authorize the University of West Georgia to photograph my child and to use the photographs in all formats and media for any purpose, including for education, marketing and trade purposes. I hereby release the University of West Georgia from all claims arising out of the use of the photographs, including without limitation all claims for compensation, libel, invasion of privacy or violation of copyright ownership.

## PLEASE READ BEFORE SIGNING

Name of Minor:	Age of Minor:
*Printed Name of Parent/Guardian:	Date
*Signature of Parent/Guardian:	Date

# University of West Georgia Youth Programs and Summer Camps Physical Condition Certification and Waiver Statement

Authorized to pick up my child:
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		Name		
Name of Participant				
		Phone #		
Participant Date of Birth	.// Day Year			
		Name		
		Phone #		
Printed Name of Parent/Guardian				
Signature of Parent/Guardian				
Street Address				
			Zin	
City				
Mobile Phone #				
Email				
In case of emergency call				
	Special Medical Problem(s) and Act	ivity Exclusions:		
Participant special health need or chron	ic health condition			
Participant has had this condition since	<u>.</u>			
Medications (please list medications, d Medications taken by participant du				
Physician Information:				
Name of Physician	Phone #			
Insurance Information:				
Insurance Carrier	<u>Phone #</u>			
Insurance Contract Number	Group Number			
Completed waiver form must be returned by the first day of program.	UNIVERSITY of West Georg		Phone: (678) 839-6611 FAX: (678) 839-2257 <u>conted@westga.edu</u> westga.edu/conted	

We have planned a fun-filled learning experience for your child and appreciate their participation. UWG promotes the concept of "respect" - respect for one's self and respect for others. We appreciate the support of all of our families in encouraging their children to follow this concept while attending UWG Youth Programs.

**Refund Policy:** A full refund will be given if a course is cancelled. Unless a special refund policy is stated for a particular course, a refund (less \$5 processing fee) will be given upon notification by telephone (678) 839-6611, Fax (678) 839-2257, in person, or email (conted@westga.edu) prior to 2 normal working days before the camp begins. Stopping payment on a check or failure to attend the camp is not accepted as valid withdrawal. Please call our registration office (678) 839-6611 for clarification.