WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT & PHOTO RELEASE

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

Name of Participant: __________________________________________________________ (hereinafter “Participant”)

Many programs, activities and workshops 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: hypothermia, broken bones, cardiac arrest/heart attack, eye injury or loss of sight, drowning, concussion, joint, ligament or back injuries and heat exhaustion; 2) minor injuries such as strains, sprains, bruises, scratches, cuts and abrasions.

Participant is additionally aware that there 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 he/she has the prerequisite skills, qualifications, preparation and training. Georgia Institute of Technology does not warrant or guarantee in any respect the competency or mental or physical condition of any trip leader, vehicle driver, instructor, or individual participant 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 as 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.

MODEL RELEASE

For good and valuable consideration, the undersigned hereby grants the GEORGIA INSTITUTE OF TECHNOLOGY (“GIT”) and the GEORGIA TECH RESEARCH CORPORATION (“GTRC”) the absolute and irrevocable right and permission, in respect to the photographs, video tapes, motion pictures, recordings, or any other media (hereinafter collectively known as “Images”) that GIT/GTRC has taken of me or my property, or minors in my care, or in which I may be included with others, to copyright the same, in GIT/GTRC’s own name or otherwise, to use, re-use, publish, re-publish, and allow others to use, re-use, post, display, publish, re-publish, reproduce the same in whole or part, individually or in conjunction with other images, and in conjunction with any printed or electronic matter, in printed form, microfilm, electronic databases, CD-Rom, websites, online digital archives, or in any and all media now or hereafter known, and for any legitimate purpose whatsoever, and to use my name in connection therewith if GIT/GTRC so chooses. I hereby waive any right to inspect or approve the Images or any finished version incorporating the same.
The undersigned does hereby release and forever discharge GIT, GTRC, and the Board of Regents of the University System of Georgia, their members individually, and their officers, agents, and employees of any kind 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 injuries, damages, and the consequences thereof resulting from the use of the Images, including without limitation any and all claims for libel or invasion of privacy.

I understand that the acceptance of this release and waiver of liability by the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity by said Board, its members, officers, agents, and employees.

This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of GIT, GTRC, and the Board of Regents of the University System of Georgia. I hereby certify that I am suffering under no legal disabilities and that I have read the above carefully before signing. This release shall be binding upon me and my heirs, legal representatives, and assigns. By signing below, I agree to the terms stated above and hereby certify that I am 18 years of age or older.

PARTICIPANT’S RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE (READ CAREFULLY BEFORE SIGNING)
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 18 years of age or older and suffering under no legal disabilities 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 agrees 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.

NAME ____________________________  gtID # ______________________  Date __________

(Please Print)                         Massage Therapy

Signature

___________________________________________  Activity

Signature of Parent or Guardian if Participant is under 18