

## Youth Programs Waiver

PROGRAM NAME: \_\_\_\_\_

DATE(S) OF PROGRAM: \_\_\_\_\_

I certify that I am the parent or legal guardian of \_\_\_\_\_.

I hereby acknowledge that my child's participation in the Program activity may expose my child to risk of property damage and bodily or personal injury, and I willingly and voluntarily assume such risks and allow my child to participate. I understand that the risks that my child may encounter include, but are not limited to, bruises, cuts, sprains, muscle strains, hernia, broken bones, heat exhaustion, hypothermia, concussion, drowning, insect bites, exposure to toxic substances, exposure to criminal activity, injuries caused by wild animals, and death, as well as other risks that may not be foreseeable. I have been informed and understand that there are inherent risks and dangers involved in these activities.

I further acknowledge that my child's participation may expose him or her to the virus that causes Covid-19 and the inherent risk associated with contracting Covid-19 at public gatherings; I have read through the protocols and preventative measures that Georgia Southern has put into place to help control the spread of Covid-19, discussed them with my child, and agree to abide by those protocols and measures. I acknowledge, though, that these protocols and measures cannot entirely contain the spread of Covid-19 and hereby release and covenant not to sue Georgia Southern should my child be exposed to the virus.

I am aware that Georgia Southern University does not warrant the condition or adequacy of any equipment, premises, vehicle, or mode of transportation for any purpose. I am further aware that Georgia Southern University does not warrant the adequacy or competency of any program leader, vehicle driver, trainer, or other personnel.

I have also read and understand all pre-program information provided. I agree that I will discuss with my child the importance of following all rules of the Program and the instructions and guidelines of the staff of GSU and the program leaders. I acknowledge that my child may be removed from the program without refund for failure to follow all rules and instructions.

I have made myself aware of the physical requirements necessary for participation in this program, and I certify that my minor child or ward possesses all the necessary physical abilities, experience, training, and knowledge.

In the event of an accident, injury, illness or other emergency medical situation, I give my permission for the staff of the event to seek appropriate medical attention and to administer appropriate emergency care to my minor child or ward. I am aware that Georgia Southern does not provide insurance for my minor child or ward, and that I am solely responsible for any medical costs arising out of my minor child or ward's participation in the above-referenced event.

In the event that the program my child is attending is recorded or photographed by Georgia Southern University ("Georgia Southern"), I hereby grant to Georgia Southern, its affiliates, legal representatives, and assigns, and those acting with Georgia Southern's authority and permission, the irrevocable and unrestricted right and permission to create, use, re-use, publish and re-publish any video recordings, audio recordings, photographs, or other media that contain or capture my child's likeness or voice or in which my child's likeness or voice may be included ("Images") in connection with any publication or materials relating to or serving the mission and goals of Georgia Southern University, including advertisements, brochures, or other promotional materials, or for any other lawful purpose. The Images may be used without compensation, and with or without my or my child's name, and in any and all media now or hereafter known,

including, but not limited to, social media, print media, and electronic media.

I acknowledge and agree that Georgia Southern owns all right, title, and interest in and to the Images, including all copyrights therein and the full and unrestricted right to edit and modify the Images, and I hereby assign and agree to assign any such interest that I may own or control to Georgia Southern. I also consent to the use of any printed matter in conjunction with the Images. I hereby waive any right I may have to inspect or approve the Images or any finished product or products incorporating the Images and any written or other print material that may be used in connection therewith, including print material containing my or my child's name. I acknowledge that nothing in this Agreement obligates Georgia Southern or any third party to make any use of the Images. I understand that neither I nor my child will be compensated for use of the Images.

In exchange for allowing my child to participate in this program, I hereby forever release, waive, discharge, indemnify, covenant not to sue, and agree to hold harmless for any and all purposes Georgia Southern University, the Board of Regents of the University System of Georgia, the State of Georgia, the Georgia State Tort Claims Trust Fund, and all of their employees, officers, members, agents, volunteers, and contractors (collectively referred to as the "University") 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 that may be sustained by my child while participating in this activity, while traveling to and from the activity, or while on the premises owned or leased by University, whether caused by the negligence of the University or otherwise. I understand and intend that this waiver is binding upon me, the members of my family, my spouse, and my heirs, executors, administrators and assigns.

I understand that in accepting this document, the University does not waive any sovereign, governmental, or official immunity that might apply to itself, any state agency or instrumentality, or any state officer, employee, or volunteer. I expressly agree that this document is governed by and interpreted in accordance with the laws of the State of Georgia. Jurisdiction and venue for any actions with respect to this document or to my child's participation in this program shall be had only in a court of competent jurisdiction in Fulton County, Georgia.

I hereby warrant that I am the parent or legal guardian of the below-named child. I have read the above Release prior to its execution, and I am fully familiar with its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent or Guardian

\_\_\_\_\_  
Print Name of Minor Participant

\_\_\_\_\_  
Date of Birth of Participant

#### NOTICE OF EXEMPTION

I acknowledge that I have been informed that this program is not a licensed child care facility. I also understand 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.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent or Guardian

\_\_\_\_\_  
Daytime Phone

\_\_\_\_\_  
Printed Name of Child

\_\_\_\_\_  
Name of Program