

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

Sports Arena – Basketball Courts

Participant Information

University Status: Faculty Staff Student Alumni Guest/Visitor

Participant Name

PantherCard ID No. (If Applicable)

Street Address

City

State

Zip

Telephone

FOR AND IN CONSIDERATION of the opportunity to utilize Georgia State University Department of Athletics’ facilities, equipment, programs, and services, including, but not limited to, the Sports Arena and its basketball courts (the “Facilities”) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant (hereinafter referred to as the “Undersigned”) does hereby agree to the following:

Assumption of Risk. The Undersigned 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 fitness classes, aerobic activities, instructional and group classes and programs, sporting activities, running, weight lifting, use of equipment and swimming pools, and/or mere presence in Department of Athletics’ buildings) (all such use of the Facilities referred to as the “Activities”). Participation by the Undersigned in the Activities is purely voluntary and the Undersigned elects to participate with full knowledge of the risks of injury, illness or damage to property. The Undersigned 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, splinters, bruises, sprains, dislocations, broken bones, torn muscles, torn ligaments, joint or back injuries, nerve damage, eye injuries or loss of sight, heat stroke or exhaustion, heart attacks, strokes, concussions, brain or spinal cord injuries, temporary or permanent paralysis, loss of bodily functions, drowning, or even death. These risks may result from the use of the Facilities, from an Activity itself, from the acts of others, or from the unavailability of emergency medical care. The Undersigned acknowledges and agrees that he/she is owed no extraordinary duty of care in connection with his/her participation in the Activities.

Waiver/Indemnify and Defend. The Undersigned 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, members 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 Undersigned while using the Facilities and/or participating in any Activity whether caused by the negligence of the Releasees or otherwise. The Undersigned understands and intends that this Assumption of Risk and Release is binding upon the Undersigned and his/her heirs, executors, administrators and assigns.

Acknowledgement of Policies and Procedures. The Undersigned agrees to abide by any applicable policies and procedures of the Department of Athletics, the Facilities, and the University. The Department of Athletics reserves the right to temporarily revoke or permanently terminate the privileges set forth herein of the Undersigned for any violations of such applicable policies and procedures. The Undersigned understands that if he/she is not currently a student, faculty, or staff of the University, he/she must be accompanied by a current University student, faculty, or staff at all times when at the Facilities.

Prerequisite Skills and Training. The Undersigned represents that he/she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in the Activities. The Undersigned agrees to direct all questions about the skills, qualifications, or training necessary to properly use the equipment, facility, or to participate in Department of Athletics programs to the appropriate University staff on site. The Undersigned acknowledges that no one can warn him/her of all of the dangers associated with the Facilities and that he/she has the responsibility to investigate any activity, hazard, or thing which may be dangerous or that the Undersigned does not understand. The Undersigned has verified with his/her physician or other medical professional that he/she has no past or current physical or psychological condition that might affect his/her participation in the Activities.

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

Severability. The Undersigned 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.

Release. The Undersigned 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 Undersigned 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 Undersigned releases and covenants not to sue the University or the Board from any and all claims, rights, or causes of action which the Undersigned might have as a result of the use of these photographs or likenesses.

Acknowledgement of Understanding. The Undersigned has read, understands and accepts the terms and conditions stated herein, and understands that he/she 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. The Undersigned acknowledges that he/she is signing the 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. The Undersigned 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 _____

Acknowledged by:
Board of Regents of the University System of Georgia
by and on behalf of Georgia State University
(Department of Athletics)
Name: _____
Title: _____
Signature: _____
Date: _____

Department of Athletics
Compliance Office (If Applicable)
Initials: _____
Name: _____
Title: _____