ATLANTA METROPOLITAN STATE COLLEGE

Waiver of Liability Required

NOTICE TO ALL PERSONS PARTICIPATING IN OPEN GYM, INTRAMURALS, USE of FITNESS CENTER/GAME ROOM, and OTHER CAMPUS-RELATED EVENTS/RECREATIONAL ACTIVITIES

Many recreational activities and athletic programs involve substantial risk of bodily injury, property damage, and other damages associated with participation in such activities. Dangers include, but are not limited to: hypothermia, strains, bruises, broken bones, lacerations, concussions, heat exhaustion, heart attack, and drowning. Each person should be aware of the many risks inherent in participating in such activities. It is the sole responsibility of the individual to participate only in those activities for which he or she has the prerequisite experience, preparations, qualifications, skills, and training, and Atlanta Metropolitan State College does not make such determination for individuals. The College does not warrant or guarantee in any respect the competency of, or mental and/or physical condition of its employees or of any and all individual participants.

RELEASE, WAIVER OF LIABILITY, & CONVENANT NOT TO SUE

(READ CAREFULLY BEFORE SIGNING)

The undersigned ("the Participant") hereby acknowledges that participation in all athletic programs and recreational activities ("the Programs") involves inherent risks of possible injury, illness, and/or loss of personal property, and assumes all such risks. Furthermore, the Participant also herby agrees for himself or herself, and also for his or her heirs, assigns, executors, and administrators, that for the consideration of Atlanta Metropolitan State College ("the Institution") allowing the Participant to take part in the Programs at, or sponsored by the Institution, and in connection therewith, making available to the Participant for his or her use while participation in said Programs certain equipment, facilities, grounds, or property of the Institution, the Participant does hereby waive any and all liability and does forever release and discharge the Institution and the Board of Regents of the University System of Georgia ("the Board"), their members individually and collectively, and their officers, agents, representatives, volunteers, and any employees (collectively, "Associated Parties") from any claims demands, rights and causes of action, whatever kind of nature, arising out of, or in connection with, all known and unknown, foreseen and unforeseen bodily and/or personal injuries, damage to persons or property and the consequences thereof, including death, resulting from his or her voluntary participation in any Programs, or in voluntary participation in any way associated or connected with said Programs.

By signing, the Participant acknowledges that he or she is solely responsible, and agrees to release, indemnify, and hold harmless said Institution, Board, and Associated Parties for any and all medical expenses, treatment, liability, damages, claims, costs, or expenses arising from any bodily or personal injury sustained through participation in, or in connection with said Programs. The Participants further covenants that, for the considerations stated above, he or she will not sue the Institution, Board, or Associated Parties for any claim of damages or otherwise, arising from, or in connection with the above stated Programs. The Participant understands that the acceptance of this release, waiver or liability, and covenant not to sue ("the Contract") shall not constitute a waiver, in whole or in part, of sovereign or official immunity by said Institution, Board, and Associated Parties thereof. The Participant understands that said Contract shall be effective for any and all Programs at or sponsored by the Institution and engaged in by the Participant including but not limited to, those during Academic Year 2019-20. In addition, my signature below acknowledges that I have received a copy of the Fitness Center and Game Room Policies and Procedures.

Current Status: Student ☐ Faculty ☐ Staff ☐

Signature: _____
Name (PRINT):_____
Date: _____
AMSC ID Number: _____
Supervisor on Duty/Witness: _____

If Participant is under the age of eighteen (18), Parent or Guardian hereby agrees to enter into said Contract on behalf of minor Participant.

If under 18, Parent/Guardian Signature: Name _____ Date_____