



Participant Information: (Please PRINT)

Name: First: _____ M.I. _____ Last: _____

Date of Birth: _____ Emergency Phone Number: _____

Event Information:

Event: _____ Date: _____

Host: Kennesaw State University

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

Adult: 18 Years or Older

Minor: Under 18 Years of Age at Date of Event

LIABILITY RELEASE, INDEMNITY AND PROMISE NOT TO SUE:

I, the undersigned below, in consideration of my and/or my child's or ward's participation in the Event(s) referenced above, and any related activities thereto (separately and collectively, the "Event"), wherever the/these Event(s) may occur, acknowledge that I am aware that as a result of my or my child's or ward's participation in the Event, there exists the potential for injuries including but not limited to scrapes, bruises, broken bones, and various injuries to the body, and I freely assume on my own and/or my child's or ward's behalf all risks incidental to such participation.

I acknowledge that foods/beverages at the Event(s) referenced above, and any related activities thereto (separately and collectively, the "Event"), wherever the/these Event(s) may occur, may have come into contact with and/or may contain potential food allergens, including, but not limited to: peanuts, tree nuts, soybeans, wheat, fish, shellfish, milk, egg and gluten.

In consideration of my and/or my child's or ward's participation in the Event and in my own and/or my child's or ward's behalf, and on behalf of my and/or my child's or ward's heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs and expenses of any nature arising out of, related to, or in any way connected with my or my child's or ward's participation in the Event and/or any such related and associated activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs and expenses including by way of example, but not limited to, all attorneys' fees, costs of court, and the costs and expenses of other professionals and disbursements up through and including any appeal. I, for myself and my child and/or ward, understand that this Release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including, without limitation, death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after such participation. I declare that I and (if participating) my child or ward are physically fit and have the skill level required to participate in the Event and/or any such related and associated activities. I further authorize medical treatment for me and/or my child or ward, at my cost, if the need arises. For the purposes hereof, the "Released Parties" are: Kennesaw State University, the Board of Regents of the University System of Georgia, all Event sponsors, and each of their respective parent, subsidiary, affiliated or related companies; and the officers, directors, employees, agents, representatives, successors, assigns and volunteers of each of the foregoing entities.

I also acknowledge that persons employed by Kennesaw State University may take photographs and/or videos of my participation or that of my minor child and I authorize the use of these materials on behalf of the University without limitation or compensation including the release of my name.

This Waiver and Release Form shall be governed by the laws of the State of Georgia, and any legal action related to or arising out of this Waiver and Release Form shall be commenced exclusively in the Superior Court in and for Cobb County, Georgia;

I certify I am eighteen (18) years of age or older and, if I am executing this Waiver and Permission Form on behalf of my child or ward, the information set forth above pertaining to my child or ward is true and complete.

I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS LIABILITY RELEASE, INDEMNITY, AND PROMISE NOT TO SUE.

Date: _____

**Print Name of Participant (if 18 or over)
or Parent (if Participant is under 18)
or Court Appointed Guardian:**

**Signature of Participant (if over 18)
or Parent (if Participant is under 18),
or Court Appointed Guardian:**
