



**RECREATION WAIVER AND RELEASE FORM
FOR PARENT OR LEGAL GUARDIAN OF A MINOR**

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

I, the undersigned below, in consideration of my child's or ward's participation in all activities for physical fitness sponsored by the Department of Sports and Recreation (the "Department") or held at any of the Department's facilities, including, but not limited to, personal training, group fitness classes, and the use of equipment at any of the Department's facilities, acknowledge that I am aware that as a result of my child's or ward's participation in such physical activities, there are inherent risks, hazards, and dangers that cannot be eliminated regardless of the care taken to avoid injury. Such inherent risks, hazards, and dangers include, but are not limited to, scrapes, bruises, broken bones, pulled muscles, heart attack, and other major and minor injuries, up to and including death, and I freely assume on my child's or ward's behalf all risks associated with such physical activities.

In consideration of my child or ward's participation in activities for physical fitness, I, on behalf of myself and my child's or ward's heirs, executors, administrators and next of kin, hereby release, covenant not to sue, and forever discharge Kennesaw State University, the Board of Regents of the University System of Georgia, 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 (collectively "the Released Parties") 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 child's or ward's participation in physical fitness activities at any of the Department's facilities 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 understand that this Waiver and Release 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 before, during or after such participation. I understand that the acceptance of this liability waiver, release, indemnity, and promise not to sue the Released Parties shall be effective during the entire period of my child's or ward's enrollment at the institution, and shall not constitute a waiver, in whole or in part, of sovereign or official immunity by any Released Party, its members, officers, agents and employees. This agreement to indemnify shall extend to any claim filed by my child or ward upon reaching the age of majority.

I declare that my child or ward has the skill level required to participate in physical fitness activities sponsored by the Department or held at any of its facilities. I acknowledge that it is my responsibility to secure appropriate medical insurance and that no such coverage is provided by the Released Parties. I further authorize medical treatment for my child or ward, at my cost, if the need arises. In the event of a medical emergency, I authorize Kennesaw State University to communicate my child or ward's condition, medical treatment and/or surgical services received, and any other information the University reasonably deems appropriate with me and the person(s) identified as an Emergency Contact. However, I understand and agree that notice to such contact(s) in advance of any medical treatment and/or surgical services is not required and may not be possible.

I also acknowledge that persons employed by Kennesaw State University may take photographs and/or videos of my child or ward's participation in activities at any of the Department's facilities, and I agree to allow the reproduction, use, exhibition, display, broadcast, distribution, and creation of these materials on behalf of the University without limitation or compensation. I also agree that during the time my child or ward is involved with physical fitness activities at any Department facility, he or she will follow and be bound by all rules, regulations, policies, procedures and guidelines of the facility, Department, Kennesaw State University and the Board of Regents.

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 THAT I HAVE READ, UNDERSTOOD, AND ACCEPT THE TERMS OF THIS WAIVER AND RELEASE.

Parent/Guardian Name (Please Print): _____ Date: _____

Name of Child or Ward (Please Print): _____

Signature of Parent/Guardian: _____