

# Participation Agreement and Waiver Form

## PROGRAM/ACTIVITY INFORMATION

Program/Activity Name \_\_\_\_\_  
Date(s) \_\_\_\_\_  
Location \_\_\_\_\_

## PARTICIPANT INFORMATION

Name \_\_\_\_\_  
Address (include city/state/zip) \_\_\_\_\_  
Phone \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Gender \_\_\_\_\_

## **RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE**

I (Name) \_\_\_\_\_, the parent or legal guardian of the Participant, (Name) \_\_\_\_\_, for the sole consideration, the sufficiency of which is hereby acknowledged, of the right to participate in the event or program described as Program/Activity Name (the Program), do hereby agree to the following relating to the Program.

I fully and voluntarily consent to my child's participation in the Program. I hereby acknowledge my awareness that participation in the Program may expose me/my child(ren) to risk of property damage, bodily or personal injury. Participation could include certain physical activities such as [List activities] Examples: swimming, lifting, crossing streets, parking lots and intersections. I understand that the risks that I/my child may encounter include, but are not limited to [List risks associated with activities] Examples: transportation accidents, injury from falls, injury in inclement weather, bumps, bruises, cuts and abrasions, muscle strains and sprains, and exposure to contagious diseases and communicable illnesses, including but not limited to, COVID-19, which may cause death, as well as other risks that may not be foreseeable. I knowingly and freely assume any and all such risks.

In exchange for being allowed to participate in the Program, I hereby release and forever discharge and agree to indemnify the University of Georgia the Board of Regents of the University System of Georgia, its members individually and their officers, agents and employees from any and all claims, demands, rights, expenses, actions, and causes of action, of whatever kind, arising from or by reason of any personal injury, bodily injury, property damage, or the consequences thereof, whether foreseeable or not, resulting from or in any way connected with my participation in the Program. I further covenant and agree that for the consideration stated above, I will hold forever harmless and will not take legal action against the University of Georgia, the Board of Regents of the University System of Georgia, its members individually, and their officers, agents, and employees for any claim for damages arising or growing out of my participation in this activity whether caused by negligence or otherwise.

I understand that the acceptance of this Release, Waiver of Liability, and Covenant not to sue shall not constitute a waiver, in whole or part, of sovereign immunity by said Board, its members, officers, agents, and employees.

I understand that as a state agency, the University of Georgia is exempt from licensing by the Georgia Department of Early Care and Learning for minors programs.

I certify that I understand and have read the above carefully before signing. I acknowledge and represent that I freely and voluntarily sign this Agreement, and that it is my express intent that this Agreement shall contractually bind my heirs, executors, administrators, and assigns, and my child's heirs, executors, administrators, and assigns, as well as myself and my child.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Photo and Media Release**

\_\_\_\_\_ Yes, I (Name) \_\_\_\_\_, the parent and/or legal guardian of \_\_\_\_\_, the Participant, hereby give the University of Georgia, and the Board of Regents of the University System of Georgia, the right and permission to use, reproduce, edit, exhibit, project, display, copyright and/or publish my/my child's images, likeness, and voice in which I/my child may be included in the whole or in part, developed during participation in the Program/Activity and thereafter, and to circulate the same in all forms and media for any lawful purpose whatsoever. My consent includes, but is not limited to, images, likenesses and recordings that may be deemed to be educational records under the Family Educational Rights and Privacy Act of 1974 ("FERPA").

I understand and agree that my/my child's image will become part of the University of Georgia's photograph file and that it may be distributed to other organizations or individuals for use in any publications, media, or technology now known of or hereafter developed in the future for any lawful purpose whatsoever without further permission from me. I also understand that I will receive no compensation in connection with the use of my/my child's image.

I hereby waive the right to inspect or approve my/my child's image or any finished materials that incorporates the image. I further release, discharge, and agree to waive the University of Georgia, and the Board of Regents of the University System of Georgia, their licensees, successors, legal representatives and assignees from any liability for violation of any personal or proprietary right that I may have in conjunction with said pictures or images and with the use thereof. I further acknowledge and agree that the University of Georgia and the Board of Regents of the University System of Georgia and its members, their officers, agents, and employees shall not be responsible for any of such image, likeness or recording by any third party accessing it through the internet or any other means.

\_\_\_\_\_ No, I do not grant permission for my/my child's image, likeness or recording to be used in any form, unless necessary for the administration of the program in which my child is participating.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_