

**RELEASE OF CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNIFICATION AGREEMENT**

ALL PARTICIPANTS MUST READ, ACKNOWLEDGE AND AGREE TO THE PROVISIONS OF THIS DOCUMENT PRIOR TO PARTICIPATING IN ANY UNIVERSITY OF SYSTEM OF GEORGIA FITNESS PROGRAM.

I hereby verify that I am at least eighteen (18) years of age and am competent to understand and give my consent to the provisions contained herein.

I agree and represent that I understand the nature of Board of Regents of the University System of Georgia's fitness programs (hereinafter the "Activity"), that I am in good health, and that I am in proper physical condition to participate in such Activity. I recognize that all exercise, including that included in the Activity, involves varying degrees of risk to all body systems, including but not limited to the musculoskeletal and/or cardio-respiratory system. I agree that by participating in the Activity I will receive instruction and information. I understand that it is my sole responsibility to consult with my physician prior to and regarding my participation in the Activity and I hereby certify that I was given ample opportunity to do so prior to my participation in the Activity. I fully understand my risks of illness and injury as a result of my participation in the Activity. I know of no physical condition that would bar or hinder me from participating in the Activity or poses a health risk. I further agree to comply with any policies or rules established concerning the Activity. I further understand that there exists the possibility of adverse body changes and/or injuries during the Activity. I understand that these changes may include, but are not limited to, abnormal blood pressure, fainting, and disorder of heart rhythm, stroke, heart attack, muscle, skeletal, joint, ligament and/or connective tissue injury, or even death.

I acknowledge that my participation in the Activity is optional and purely voluntary. I acknowledge that my employer does not require employees to participate in the Activity. I understand that if I participate, I am doing so on my own time, freely and voluntarily, as a matter of personal interest and because I consider it to be personally beneficial.

In consideration of my being permitted to participate in the Activity, I knowingly and voluntarily accept all foreseeable and unforeseeable risk (such as but not limited thereto, all injuries and/or death caused by any third party while and when participating in any Activity) that I may be exposed to or incur as a result of my participation in any Activity. I hereby, on my own behalf, and on behalf of my family members, agents, executors, estates, representatives, heirs, successors, and assigns forever waive, release, discharge, and covenant not to sue the Board of Regents of the University System of Georgia, the State of Georgia, and their agents, officers, employees, independent contractors, contractors, and volunteers; any partners, joint venturers, sponsors, advertisers, organizers, instructors, trainers and any other cooperating entities; any other persons participating in the Activity; and if applicable, owners and lessors of premises and property managers of premises on which the Activity takes place (each considered one of the "Releasees" herein), from any and all claims, demands, causes of action, losses, damages, or liabilities of any kind whatsoever, whether relating to my person or to my property, and whether known or unknown, which I ever had, now have or may hereafter have against any Releasee by reason of any action, omission, transaction, practice, policy, agreement, plan, procedure, conduct, or occurrence arising from, relating to, or concerning my participation in the Activity ("Claims"). Examples of Claims that I hereby waive include, but are not limited to, those for personal injury, death, and/or lost, stolen, or damaged personal property I bring to the Activity. I further agree that if, despite this Release of Claims, Waiver of Liability, Assumption of Risks, and Indemnification Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees, from any litigation expenses, attorneys' fees, losses, liabilities, damages, or costs that any Releasee may incur as a result of such claim.

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I also agree that this is a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Release of Claims, Waiver of Liability, Assumption of Risks, and Indemnification Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I hereby agree, by signing below and/or by participating in the Activity, that any dispute or claim arising out of or connected with this Release of Claims, Waiver of Liability, Assumption of Risk, and Indemnification Agreement or the performance, breach or termination thereof, shall be governed by the laws of the State of Georgia applicable to contracts entered into and performed entirely therein. Any action to enforce this Release of Claims, Waiver of Liability, Assumption of Risk, and Indemnification Agreement shall be brought in a Georgia federal or state court.

By my acknowledgement below, I knowingly and voluntarily ACCEPT and AGREE TO THE ABOVE TERMS AND CONDITIONS, all of which form the consideration given by in exchange for my ability to participate in the Activity.

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**Printed Name**

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**Signature**

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**Date**