

RELEASE, COVENANT NOT TO SUE, & WAIVER

Releasor Name:	Phone Number & Email Address:	Address:
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This Release Agreement by and between the individual named above (hereinafter referred to as "Releasor") and Emory University (hereinafter referred to as "Emory"), made and entered into this ____ day of _____ 20__.

I have volunteered to participate in the _____ (the "Recreational Program");

I acknowledge that I am covered by an accident and health insurance policy and that I am physically and mentally capable of participating in the Recreational Program. I understand that it is my responsibility to know what personal equipment is required (such as footwear and clothing) and provide the proper personal equipment for my participation in the Recreational Program, and to ensure that it is in good and suitable condition. I agree to ask questions to make sure that I know how to safely participate in the Recreational Program. I understand that Emory does not warrant or guarantee in any respect the competency or mental or physical condition of any person associated with the Recreational Program, the physical condition of any facility or equipment used in connection with the Recreational Program, or the suitability of the Recreational Program for my participation.

I understand that there are inherent risks involved in participating in the Recreational Program, and I realize that participation in the Recreational Program is my choice and is in no way required by Emory University. I am aware that, during the Recreational Program, participation in _____ (collectively the "Activities") or any other activities entails known and unanticipated risks that could result in physical and/or emotional injury, paralysis, death or damage to myself and/or to others. risks may include, but are not limited to, slipping and falling, collisions with fixed objects and/or other people which may result in sprains, fractures, breaks, scrapes, bruises, dislocations and injuries to head, back and neck..

In addition, I, on my own behalf and on behalf of my heirs, representatives, executors, administrators and assigns, for the sole consideration of being allowed to participate in the Recreational Program, do hereby release, relieve, covenant not to sue and forever discharge, defend, indemnify and hold harmless, Emory, and its trustees, officers, agents, employees, students, and volunteers of any and from all claims, demands, rights, liabilities, losses, expenses, and causes of action (with the exception of gross negligence or willful misconduct) of whatever kind or nature including, but not limited to, negligence, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from any participation in or in any way connected with or arising out of the Recreational Program, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) that I may incur or sustain during the Recreational Program, all activities associated with the Recreational Program, whether or not the Recreational Program actually occurs.

I hereby grant to Emory authority and permission, the irrevocable and unrestricted right and permission to create, use, re-use, publish and re-publish video recordings, audio recordings, photographs, or other media that contain or capture my likeness or voice or in which my likeness or voice may be included (the "Images") in connection with any publication or materials relating to or serving the mission and goals of Emory University or Emory Healthcare, including advertisements, brochures, or other promotional materials (in print or on the internet). The Images may be used with or without my name, and in any and all media now or hereafter known. I acknowledge and agree that Emory owns all right, title, and interest in and to the Images, including all copyrights therein and the full and unrestricted right to edit and modify the Images, and I hereby assign and agree to assign any such interest that I may own or control to Emory. I also consent to the use of any printed matter in conjunction with the Images. I hereby waive any right I may have to inspect or approve the Images or any finished product or products incorporating the Images and any written or other print material that may be used in connection therewith, including print material containing my name. I acknowledge that nothing in this Agreement obligates Emory or any third party to make any use of the Images.

I hereby warrant that I am of legal age and have the right to contract in my own name.

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD THE ABOVE BEFORE SIGNING AND AGREE TO COMPLY WITH THE ABOVE PROVISIONS. I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT, IF ANY PORTION OF THE RELEASE, COVENANT NOT TO SUE & WAIVER ("RELEASE") IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I expressly agree that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to conflict of law principles.

Date: _____, 202__.

Full Name of Participant _____
Address/Phone No. of Participant _____

Age of Participant _____
Signature of Participant _____

Parent or Legal Guardian Consent (if participant is not age 18 or older): I, as a parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the term and conditions set forth in the Release, Assumption of Risk and Covenant Not to Sue for Participation in the Recreational Program.

Signature of Parent/Guardian _____
Address & Phone No. _____