

# UNGAA / UNG OUTDOORS

## ACKNOWLEDGMENT AND ASSUMPTION OF RISK

Many *University of North Georgia Alumni Association* programs, activities and workshops, including those through the *University of North Georgia's UNG Outdoors* program, hereinafter collectively referred to as "Events", involve substantial risks of injury, property damage and other dangers associated with participation in such Events. Dangers associated with such activities include, but are not limited to: hypothermia, broken bones, strains, sprains, bruises, drowning, concussion, heart attack, heat exhaustion, animal attack, and death.

Each participant in an Event with the *University of North Georgia Alumni Association* or the *University of North Georgia Alumni Association's UNG Outdoors* should realize that there are inherent risks, hazards and dangers involved in such Events, including the training, preparation for, and travel to and from such activities, as well as the activities themselves. It is the responsibility of each participant to engage only in those Events for which he/she has the prerequisite skills, qualifications, preparation and training.

The Board of Regents of the University System of Georgia by and on behalf of University of North Georgia, hereinafter referred to as "University" and the University of North Georgia Alumni Association, hereinafter referred to as the UNGAA, does not warrant or guarantee in any respect the competency or mental or physical condition of any Staff Member, Trip Leader, Vehicle Driver, Instructor, or individual participant in any Events.

I have read the above notice carefully and wish to participate in the Event. In consideration of the services to be rendered by the University or the UNGAA in organizing the Event and in consideration of my participation in the Event, I hereby agree to the following:

I hereby assume all risks of damages or injury, including death, that I may sustain while participating in or as a result of, or in any way growing out of any aforementioned Event, as well as travel to and from such Event.

I understand that my participation in this Event is entirely voluntary and at my own risk. I fully understand the scope of the activities surrounding the Event and the potential risks involved in the Event. I agree to assume the risks of my participation in the Event, including the risk of catastrophic injury or death.

I understand that some drivers of the vehicles in which I ride while attending this Event, the owners, employees, officers or agents offering the Event, enterprise or vendor of which I take part or participate during the Event, the staff or employees of any site I visit, the other participants attending the Event (whether associated with my group or not), and other third parties (collectively, "Third Parties") are not the agents or employees of the University and that dangers may be caused by the negligent or intentional act(s) or omissions of such Third Parties. I understand that the University is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.

I understand that in order to remain a participant, I must follow all UNGAA and/or UNGAA UNG Outdoors and University policies and adhere to Staff Member, Trip Leader, Vehicle Driver or Instructor instructions during the Event. Participants will be held accountable for behavior. I understand that any violation of these policies and regulations may result in sanctions up to and including, in appropriate circumstances, referral to the University's Department of Public Safety.

I have read the entire Agreement, I fully understand it, and I agree to be bound by it. By signing below, I agree to the terms stated here and in the accompanying "Policies" document and hereby certify that I am 18 years of age or older, or if I am under 18 years of age on this date, my parent or guardian has signed this Agreement on my behalf.

The UNGAA or Board of Regents of the University System of Georgia does not provide insurance coverage for participants in recreational activities; each participant should carry his/her own accident and health coverage. **By initialing below, I am willingly participating in the UNGAA or UNGAA UNG Outdoors or University's related Event with the understanding that I am responsible for all expenses incurred if it is necessary for the Staff Members, Trip Leaders, Vehicle Drivers, and/or Instructors to seek medical, rescue, or evacuation services for me.**

Initials \_\_\_\_\_ Initials of Parent/Guardian if Under 18 \_\_\_\_\_ Date \_\_\_\_\_

1

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

The undersigned hereby acknowledges that participation in risk oriented Events involves an inherent risk of property damage and/or bodily or personal injury, including death, and assumes all risks. The undersigned hereby agrees that for the sole consideration of the UNGAA or University allowing the undersigned to participate in this Event for which or in connection with which the UNGAA or University has made available any travel arrangements, facilities, equipment, grounds, or personnel for such Event or to the undersigned while participating in any such Event, the undersigned does hereby release and forever discharge the UNGAA, State of Georgia, the Board of Regents of the University System of Georgia, the University, its departments, agencies and instrumentalities and all of their respective officers, members, employees, and agents, or any of their members individually of any and from all claims, demands, rights, and causes of action of whatever kind or nature, 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, resulting from any participation in any way connected with such Event. This Agreement shall be governed by and construed under the laws of the State of Georgia.

I further covenant and agree that for the consideration stated above, I will not sue the UNGAA, University, the Board of Regents of the University System of Georgia, its members individually, its officers, agents, or employees for any claim for damages arising or growing out of any voluntary participation in above said activities. I understand that the acceptance of this release and covenant not to sue the UNGAA, University or the Board of Regents of the University System of Georgia shall not constitute a waiver in whole or in part, of sovereign or official immunity by said Board, its members, officers, agents, and employees.

By signing below, I agree to the terms stated above and hereby certify that I am 18 years of age or older or if I am under 18 years of age on this date, my parent or guardian has signed this Agreement on my behalf.

**Your initials below attest that you have read and understood the above sections of this form, that you have had time to ask questions pertaining to the Event, and that the information you have provided is truthful and accurate.**

Initials \_\_\_\_\_ Initials of Parent/Guardian if Under 18 \_\_\_\_\_ Date \_\_\_\_\_

2

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

For good and valuable consideration, the undersigned hereby grants the UNGAA and/or University the absolute and irrevocable right and permission, in respect to the photographs, video tapes, motion pictures, recordings, or any other media (hereinafter collectively known as "Images") that the UNGAA and/or University has taken of me or my property, or minors in my care, or in which I may be included with others, to copyright the same, in the UNGAA and /or University's own name or otherwise, to use, re-use, publish, and re-publish the same in whole or in part, individually or in conjunction with other images, and in conjunction with any printed or electronic matter, in any and all media now or hereafter known, and for any legitimate purpose whatsoever, and to use my name in connection therewith if the UNGAA and/or University so chooses. I hereby waive any right to inspect or approve the Images or any finished version incorporating the same. The undersigned does hereby release and forever discharge the University of North Georgia Alumni Association and/or University of North Georgia, the Board of Regents of the University System of Georgia, their members individually, and their officers, agents, and employees of any kind from all claims, demands, rights, and causes of action of whatever kind or nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen injuries, damages, and the consequences thereof resulting from the use of the Images, including without limitation any and all claims for libel or invasion of privacy.

I understand that the acceptance of this release and waiver of liability by UNGAA and/or the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity by said Board(s), its members, officers, agents and employees. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees and assigns of University of North Georgia Alumni Association and/or University of North Georgia and the Board of Regents of the University System of Georgia. I hereby certify that I am suffering under no legal disabilities and that I have read the above carefully before signing. This release shall be binding upon me and my heirs, legal representatives, and assigns.

By signing below, I agree to the terms stated above and hereby certify that I am 18 years of age or older or if I am under 18 years of age on this date, my parent or guardian has signed this Agreement on my behalf.

**Your initials below attest that you have read and understood the above sections of this form, that you have had time to ask questions pertaining to the Event, and that the information you have provided is truthful and accurate.**

Initials \_\_\_\_\_ Initials of Parent/Guardian if Under 18 \_\_\_\_\_ Date \_\_\_\_\_ **3**

**SWIMMING ABILITY – Water related Events only**

We ask that you assess your swimming ability and highly recommend you be a strong swimmer (able to swim at least 50 meters and tread water for at least 1 minute) when participating in water-based Events.

- Assess your swimming ability
- Inform your Staff Member(s), Trip Leader(s), Vehicle Driver(s), and/or Instructor(s) of your swimming ability

**EMERGENCY MEDICAL CARE**

Statistically, *UNGAA or UNG Outdoors* Events are no more hazardous than other sports. However, they often take place in remote settings where medical care may be several hours away.

- If you have a medical condition that might require urgent care, we ask that you share this information with your Staff Member(s), Trip Leader(s), Vehicle Driver(s), and/or Instructor(s).
- If you are taking prescription drugs that may be needed urgently, or in response to contact with an allergen, we strongly recommend that you bring the needed medications as prescribed by a doctor with you to the Event, and that you make your Staff Member(s), Trip Leader(s), Vehicle Driver(s), and/or Instructor(s) aware of their whereabouts as well as any specific instructions that pertain to the medications.
- If you have a history of asthma or allergic reaction to insect bites/stings, we strongly recommend that you see your doctor for appropriate medications before attending a *UNGAA or UNGAA UNG Outdoors* Event (if you have not already done so). Be sure to bring any needed medications.
- In the case of an emergency, emergency personnel will be contacted immediately.

By signing below, I agree to the terms stated above and hereby certify that I am 18 years of age or older or if I am under 18 years of age on this date, my parent or guardian has signed this Agreement on my behalf.

**Your initials below attest that you have read and understood the above sections of this form, that you have had time to ask questions pertaining to the Event, and that the information you have provided is truthful and accurate.**

Initials \_\_\_\_\_ Initials of Parent/Guardian if Under 18 \_\_\_\_\_ Date \_\_\_\_\_ **4**

**Your signature below attests that you have read and understood the above sections 1-4 of this form, that you have had time to ask questions pertaining to the Event, and that the information you have provided is truthful and accurate.**

Print Name: \_\_\_\_\_ 900# NA **5**

Name of Event: Alumni Weekend 2021 at Pine Valley

Event Date:     April     16-18, 2021 \_\_\_\_\_

Signature \_\_\_\_\_

Signature of Parent/Guardian if Under 18 \_\_\_\_\_