



## EVENT WAIVER AND RELEASE FORM

**Event Title:** Service Saturday - Trees Atlanta

**Date:** Saturday, November 19, 2022

**Sponsoring Department:** Student Volunteerism and Service

### **PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:**

I, the undersigned below, in consideration of my participation in the Event referenced above and any related activities thereto including training, preparation, and travel (separately and collectively, the "Event"), wherever the Event may occur, acknowledge that I am aware that as a result of my participation in the Event, there are inherent risks, hazards, and dangers including, but not limited to, property damage, bodily injury, and possible loss of life, that cannot be eliminated regardless of the care taken to avoid them, and I freely assume all risks associated with my participation.

In consideration of my participation in the Event and on behalf of myself and my heirs, executors, administrators, and next of kin, I hereby release, covenant not to sue, indemnify, hold harmless, and forever discharge Kennesaw State University, the Board of Regents of the University System of Georgia, all Event sponsors, 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, from, and against all liabilities, claims, actions, damages, costs, and expenses of any nature arising out of, related to, or in any way connected with my participation in the Event and/or any such related and associated activities, including, 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 declare that I have the skill level required to participate in the Event and/or any such related and associated activities. During the event, I agree that I will be bound by all rules, regulations, policies, procedures and guidelines of Kennesaw State University and the Board of Regents. I also acknowledge that persons employed by Kennesaw State University may take photographs and/or videos of my participation in the event and allow the use of these materials on behalf of the University without limitation or compensation, including the release of my name. 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 myself, at my cost, if the need arises. In the event of a medical emergency, I authorize Kennesaw State University to communicate my condition, medical treatment and/or surgical services received, and any other information the University reasonably deems appropriate with the person(s) identified as an Emergency Contact below. 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.

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 Fulton County, Georgia. I understand that the acceptance of this liability waiver, release, indemnity, and promise not to sue the Released Parties, shall not constitute a waiver, in whole or in part, of sovereign or official immunity by any Released Party, its members, officers, agents, or employees.

**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.**

Name (Please Print): \_\_\_\_\_

Emergency Contact Name and Phone Number: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_