

# NOTICE

## TO ALL PERSONS PARTICIPATING IN ATHLETIC OR RECREATIONAL ACTIVITIES

### ASSUMPTION OF RISK AND INSURANCE CERTIFICATION (READ CAREFULLY BEFORE SIGNING)

Many recreational activities and athletic programs involve substantial risks of bodily injury, property damage, and other damages associated with participating in such activities. Dangers related to such activities include, but are not limited to: hypothermia, broken bones, strains, sprains, bruises, drowning, concussion, heart attack, and heat exhaustion.

Each participant in such activities should realize that there are risks, hazards, and dangers inherent in such activities and in the training, preparation for, and travel to and from such activities. It is the sole responsibility of each participant to participate only in those activities for which he/she has the prerequisite skills, qualification, preparations, and training.

The undersigned acknowledges that the college/university does not warrant or guarantee in any respect the competency of mental or physical condition of any trip leader, vehicle driver, or individual participant in any athletic or recreational activity.

All participants in voluntary recreational activities and athletic programs will be required to sign the Release, Waiver of Liability and Covenant Not to Sue form found on the reverse side of this page.

I acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in such voluntary athletic or recreational activities. In this regard, I certify that I am covered by a 24-hour health and accident insurance policy.

I have received a copy of this Notice, which I have read and understand. I accept and assume all risks, hazards and dangers involved in any such activities in which I may elect to participate, including the training, preparation for and travel to and from the site of such activities.

This \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Participant's ID Number

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**RELEASE, WAIVER OF LIABILITY**  
**AND CONVENTION NOT TO SUE**  
**(READ CAREFULLY BEFORE SIGNING)**

The undersigned hereby acknowledges that participation in athletic programs and recreational activities involves an inherent risk of physical injury and assumes all such risks. The undersigned hereby agrees that for the sole consideration of DARTON COLLEGE (the Institution) allowing the undersigned to participate in voluntary recreational programs or athletic activities and, in connection therewith, making available to the undersigned for his/her use while participating in such programs or activities, certain equipment, facilities, grounds, or personnel of the institution, the undersigned participant does hereby waive liability, release forever discharge the Institution and the Board of Regents of the University System of Georgia, its members individually, and its officers, agents and employees of and from any and all claims, demands, rights and causes of action of whatever kind or nature, arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from my voluntary participation in or in any way connected with such recreational programs and athletic activities.

I further covenant and agree that for the consideration stated above, I will not sue the Institution, 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 my voluntary participation in recreational programs or athletic activities.

I understand that the acceptance of this release, waiver of liability and covenant not to sue the Institution or the Board of Regents of the University System of Georgia or any agent or employee thereof, shall not constitute a waiver, in whole or in part, of sovereign or official immunity by said Board; its members, officers, agents, and employees.

Further, I understand that this release, waiver of liability, and covenant not to sue shall be effective during the entire period of my enrollment or employment at the Institution.

I have received a copy of this document and I certify that I am \_\_\_\_\_ years of age and suffering under no legal disabilities and that I have read the above carefully before signing.

This \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Participant's ID Number

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_