

**GEORGIA STATE UNIVERISTY ATLETICS DEPARTMENT**  
**Assumption of Risk, Waiver of Liability**  
**& Indemnity Agreement**

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**Participant's Name**

**Date of Birth**

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**Name of Participant's Parent or Legal Guardian (if participant is under 18)**

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**Address**

**City**

**State**

**Zip**

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**Emergency Contact Name**

**Relationship**

**Telephone**

**FOR AND IN CONSIDERATION** of the opportunity to tryout for participation with the Georgia State University (the "University") Cheerleading Program, including (1) participation in the Cheerleading Program Pre Tryout Clinic, Saturday January 29<sup>th</sup>, 2011 and or (2) participation in the Georgia State University Cheerleading Tryouts, being held on April 14-17, 2011, (3) utilizing he University's facilities equipment, programs and services, and engaging in all activities relating to the Cheerleading Program (collectively, the Activities"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Participant does hereby agree to the following:

**Prerequisite Skills and Training** Participant hereby states that he or she is in good physical health and has no physical limitations that prohibit Participant from safely in the Activities. Participant also states that he or she is not currently under the care of a physician who has limited Participant from running, jumping or performing any other activities that may be included in the Actives. If Participant has been restricted from athletic participation in the past, Participant agrees that he or she has received permission from a duty licensed physician to return to such participation.

**Assumption of Risk** Participant acknowledges the existence of risk in connection with this or her participation in the Activities whether in an active or spectator capacity. **Participation by Participant in the Activities is purely voluntary and Participant elects to participate with full knowledge of the risks of injury, illness or damage to property.** Participant accepts full responsibility for any injuries, illness, or damage to property that Participant may sustain in the course of such Activities. The specific risks vary from one activity to another, but potential risks include, but are not limited to: scratches, cuts splinters, bruises, sprains, dislocations, broken bones, torn muscles, torn ligaments, joint or back injuries, nerve damage, eye injuries or loss of sight, heat stroke exhaustion, heart attacks, strokes, concussions, brain or spinal cord injuries, temporary or permanent paralysis, loss of bodily functions, or even death. Thee risks may result from participation in the actives from the acts of others, or from the unavailability of emergency medical care. Participant acknowledges and agrees that he or she is owed no extraordinary duty or care in connection with his or her participation in the Activities.

**Waiver, Indemnify and Hold Harmless.** The Participant hereby release, waivers, discharges, indemnifies, covenants not to sue, and agrees to hold harmless for any and all purpose the Board of Regents of the University System of Georgia (“Board”) and representatives, contractor, subcontractors, or agents (hereinafter collectively referred to as the “Releases”) from any and all liability, claims, demands, causes of action, suits, losses damages property damage, property loss or theft, costs (including court costs and attorneys’ fees) or injury, including permanent disability or death that may be sustained by the Participant while participating in the Activities weather caused by the negligence of the Releases or otherwise. Participant understands and intends that this Assumption of Risk, Waiver of Liability, and Indemnity Agreement is Binding upon Participant and the heirs, executors, administrators and assigns of Participant.

**Acknowledgement of Policies and Procedures.** Participant recognizes the importance of following University staff and or coaches’ instructions regarding the tryouts and or clinic, including, but not limited to techniques, training, and rules. Participant agrees to obey all such instructions and applicable University policies and procedures. Participant further recognizes the importance of following instructions given by University medical staff regarding limitations or treatments they feel are necessary for Participant’s health and well-being.

**Insurance** Participant understand that the University does not carry insurance to cover Participant’s actions during the Actives and that the Participant will be responsible for any medical, health, or personal injury costs relating to participation in the Activities. Participant is encouraged to have a medical physical examination and to purchase health and accident insurance prior to any and all participation in the Activities **Participant agrees that if invited to join the University’s Cheerleading Program for which he or she is tryout out, Participant will need to undergo further medical evaluation by the University’s Sports Medicine staff before officially being added to the Cheerleading Program team roster.**

**Medical Care** Participant give the University medical staff and or coaches permission to seek or to render emergency medical resource, or evacuation services for him or her should he or she become injured or ill with the understanding that he or she is soley responsible for any expenses incurred. Participant gives the University medical staff and or coaches the Student Health Clinic staff, and all consulting physicians and medical personnel, his or her permission to exchange, written or orally, any information concerning any illness or injury with others.

**Severability** Participant expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Georgia and that if any portion thereof is held invalid, it is agree that the balance shall, notwithstanding, continue in full legal force and effect.

**Release** Participant grant the University and the Board the right to use and make any and all sound recording, photographs, film or video likeness of the Participant to use for educational, marketing, or promotion purposes. The Participant renounces and claim to any payment of or royalty from these recording, photographs, or likenesses. The Participant understands that the University, it’s employees, or any of it’s agents or contractors may use these photographs or likenesses for any lawful purpose. Further, the Participant release and covenants not to sure the University or the Board from any and all claims, rights, or cause or action which Participant might have as a result of the use of these photographs or likenesses.

**Georgia State University Student** Participant agrees that his or her selection as a University cheerleader is contingent on being duly enrolled at the university. If participant is not an enrolled student at the University as of the date set forth below, Participant acknowledges and agrees that his or her participant in the Activities or selection as a University cheerleader does not guarantee admission to the University. Any such enrollment decisions (either as an incoming student or as a transfer student) shall be separate from those involved in the Cheerleading Program selection process and shall be at the University's sole discretion, pursuant to applicable policies and procedures.

**Cheerleading Team Roster** Participant agrees that participant in the Activity does not guarantee inclusion on the University's Cheerleading Program's official team roster. Any such decision shall be in the University's sole discretion.

**Acknowledgement of Understanding** The undersigned has read, understands and accepts the terms and conditions stated herein, **and understands that Participant is giving up substantial right, including the right to sue Georgia State University or the Board of Regents of the University System of Georgia, or any or their officers, agents, servants, or employees.** Participant acknowledged that he or she is signing the agreement freely and voluntarily, and **intends by his or her signature to be complete and unconditional release of all liability** to the greatest extent allowed by law. Participant further understands that acceptance of this agreement by Georgia State University and the Board of Regents of the University system of Georgia shall not constitute a waiver, in whole or part, of sovereign immunity.

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Participant's Signature

Panther ID #

Date

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Signature of Participant's Parent or Legal Guardian if participant is under 18)

Date