

Georgia State University Department of Athletics
Sickle Cell Trait Testing Waiver of Liability

For and in consideration of the opportunity to participate in Georgia State University Department of Athletics' athletic competitions, programs and services and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the student athlete identified below ("Student Athlete") does hereby agree to the following:

Acknowledgement of Policies and Procedures. Student Athlete understands and acknowledges that the National Collegiate Athletic Association ("NCAA") and Georgia State University have taken steps to ensure all student athletes have knowledge of their sickle cell trait status before participating in any intercollegiate athletics event, including strength and conditioning sessions, practices, competitions, etc., unless they so decline. Student Athlete further acknowledges that he/she has read and fully understands all information provided to him/her regarding sickle cell trait and sickle cell trait testing, including the following:

- Sickle cell trait is an inherited condition of the oxygen-carrying protein, hemoglobin, in the red blood cells.
- Sickle cell trait is a common condition that affects more than three (3) million Americans.
- Although sickle cell trait is most predominant in African-Americans and those of Mediterranean, Middle Eastern, Indian, Caribbean, and South and Central American ancestry, persons of all races and ancestry may test positive for sickle cell trait.
- Sickle cell trait is usually benign, but during intense, sustained exercise, hypoxia (lack of oxygen) in the muscles may cause sickling of red blood cells (red blood cells changing from a normal disc shape to a crescent or "sickle" shape), which can accumulate in the bloodstream and "logjam" blood vessels, leading to collapse from the rapid breakdown of muscles starved of blood.

Notwithstanding the above, Student Athlete expressly confirms that by executing this Waiver of Liability he/she declines sickle cell trait testing as part of his/her Georgia State University student athlete pre-participation physical examination.

Medical History. Recognizing that Student Athlete's true physical condition is dependent upon an accurate medical history and a full disclosure of any symptoms, complaints, prior injuries, ailments, and/or disabilities experienced, Student Athlete hereby affirms that he/she has fully disclosed in writing any prior medical history and/or knowledge of sickle cell trait status to Georgia State University Sports Medicine personnel.

Waiver/Indemnity and Defend. Student Athlete hereby releases, waives, discharges, indemnifies, covenants not to sue, and agrees to hold harmless for any and all purposes the Board of Regents of the University System of Georgia ("Board of Regents") and the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as the "Georgia State University"), and their employees, officers, members or agents (hereinafter collectively referred to as the "Releasees") from any and all liability, claims, demands, causes of action, suits, losses, damages, costs (including court costs and attorneys' fees) or injury, including death, that may result, directly or indirectly, from Student Athlete's decision to decline sickle cell trait testing, whether caused by the negligence of the Releasees or otherwise. Student Athlete understands and intends that this document is binding upon Student Athlete and his/her heirs, executors, administrators and assigns.

Severability. Student Athlete expressly agrees that this Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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

Student Athlete Name

Student Athlete Signature

Date

Parent/Guardian Name (if Student Athlete under 18 years of age)

Parent/Guardian Signature

Date

Witness Name

Witness Signature

Date