

**Valdosta State University
Athletic Department
Release and Waiver of Liability and Indemnity Agreement
(Try Outs for VSU Athletics)**

I hereby acknowledge that I desire to participate in Valdosta State University's _____(sport) try out to be held at Valdosta State University, Valdosta, Georgia on _____ (date). I have been informed that the activities offered at try outs include but are not limited to running, exposure to outside elements and practicing skills related to the respective sport.

During this try out, I hereby acknowledge and understand, that I may be subjected to the following inherent risks, including but not limited to property damage; bodily injury, including death, injury from falls, sprains, strains, limb breakage and other unforeseen injuries. I hereby assume any and all such risks seen and unforeseen.

Knowing the dangers, hazards, and risks of such activities, and for sole consideration of my being permitted to attend and participate in the try out and activities as noted above, on behalf of, myself, my family, heirs, personal representatives, I, agree to assume all the risks and responsibilities surrounding my participation in the activities and except for such damages or injury as may be caused by the gross negligence or willful misconduct of the employees or agents of Valdosta State University, I hereby release, waive, forever discharge, and covenant not to sue Valdosta State University, the Board of Regents of the University System of Georgia, their members individually, and officially, their officers, trustees, agents and employees (current and former) from any and all claims, demands, rights, claims for attorney's fees, and causes of actions of whatever kind and nature which might be asserted against them, by or on behalf of myself, my heirs, assigns, attorneys in fact, attorneys at law, personal representative(s), dependents, or otherwise, arising from my participation in connection with activities at and through Valdosta State University.

Also, for the sole consideration of my participation in the try outs as outlined above I agree to indemnify and hold harmless Valdosta State University and the Board of Regents of the University System of Georgia their members individually and their officers, agents, and employees (current and former) from any and all claims, demands, claims for attorney's fees whatever kind or nature which might be asserted against them, rights and causes of actions of whatever kind, by or on behalf of myself, my heirs, assigns, attorneys in fact, attorneys at law, personal representative(s), dependents, or otherwise, arising from my participation in connection with activities at and through Valdosta State University.

I understand and agree that Valdosta State University does not have medical personnel available at the location of the try out and associated activities. I grant my permission for Valdosta State University to authorize emergency medical treatment at an emergency care facility if necessary, and that such action by Valdosta State University shall be subject to the terms of this Release Agreement. I understand and agree that Valdosta State University assumes no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment. Further, I assume personal and financial responsibility for any such medical care and treatment.

I understand that the acceptance of this release and waiver of liability by the Board of Regents of the University System of Georgia and Valdosta State University shall not constitute nor be construed as a waiver, in whole or in part, of sovereign or official immunity by said Board, its members, officers, agents and employees.

I hereby certify that I am eighteen (18) years of age or older and suffering under no legal disabilities, that I have read the foregoing document carefully and hereby sign this agreement voluntarily and of my own free will.

Name _____

Signature: _____

Date: _____

Print Name of Parent/Guardian: _____

Sworn to and subscribed before me this
_____ Day of _____, 2004

Notary Public

My Commission Expires: _____

In case of an emergency, contact the following:

Name: _____

Address: _____

TelephoneNumber: _____

My Health Insurer is: _____

Company Address: _____

Policy No.: _____

Group: _____