

**Clayton State University**  
**Department of Recreation & Wellness**  
**Assumption of Risk, Waiver of Liability, and Indemnification**  
*(Important Legal Document: Read Carefully before Signing)*  
**Participant Agreement Form**

**PRINT Neatly:**

Activity: \_\_\_\_\_ Event Date (mm/dd/yy): \_\_\_\_\_

Participant's Name: \_\_\_\_\_ Laker ID #: \_\_\_\_\_

CSU Email: \_\_\_\_\_@student.clayton.edu Phone: \_\_\_\_\_

**Assumption of Inherent Risk:**

Many outdoor recreational activities, or other type of recreational activities involve substantial risk of bodily injury, property damage, and other dangers associated with participation in such activities. The undersigned (for myself, my heirs, executors, administrators, and assigns) hereby voluntarily participate in outdoor recreation, or other type of recreational activities and acknowledges, understands, and appreciates that participation in such activities involves inherent risks of physical injury, including, but not limited to, broken bones, strains, sprains, bruises, concussion, heat-related illnesses (hyperthermia), cold-related illnesses (hypothermia), abnormal heart beats, abnormal blood pressure, and in rare cases, head injuries, paralysis, heart attack, stroke, insect bites and stings, and possibly death.

**Waiver:**

The undersigned (for myself, my heirs, executors, administrators, and assigns) hereby agrees, for the sole consideration of the enrichment I expect to derive from participation in outdoor adventures, or other types of recreational activities and for the consideration of the Department of Recreation & Wellness allowing my participation in the program to waive, release, hold harmless, covenant not to sue, and forever discharge the Department of Recreation & Wellness, CSU and the Board of Regents of the University System of Georgia, and their members individually, and their officers, agents and employees from any and all present and future claims resulting from **ordinary negligence**, demands, rights, causes of action, judgments costs and expenses, or other liability of whatsoever kind or nature resulting from my participation in or growing out of or in any way connected with Outdoor Adventure, or other type of recreational activities either arising before, during and/or subsequent to becoming involved with the program, including but not limited to any and all, known and unknown, foreseen and unforeseen, bodily and personal injuries, including death, damage to property, and the consequences.

Because of the nature of the program made available through the Department of Recreation & Wellness / the SAC Fitness Center and the equipment that is an integral part of many activities, there is an inherent risk of injury by any exercise activity. This results in a practical limitation being placed on the Department of Recreation & Wellness / SAC Fitness Center in its effort to prevent injuries to participants, whether actively participating in physical activity, utilizing the fitness or recreational equipment, receiving instruction in the use of the equipment, or receiving instruction regarding a recreational event, or taking advantage of the various other facilities at CSU.

In consideration of the previously stated factors, the undersigned participant acknowledges the existence of inherent risks in connection with these activities, assumes such risks, and agrees to accept the responsibility of any injuries sustained by him/her in the course of his/her participation in this recreational activity. The participant further acknowledges the existence of and the need for certain rules and procedures concerning the use of equipment and facilities that are a part of this activity and / or the SAC Fitness Center / CSU and he / she agrees to abide by those rules.

**Waiver (continue):**

I understand that the acceptance of this form by the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity by said Board, its members, officers, agents, and employees. **I understand that this document shall be effective during the entire period of my enrollment at CSU, employment at CSU, or paid membership to the SAC Fitness Center.**

**Indemnification (Covenant Not to Sue):**

I agree to hold harmless, defend, and indemnify the Department of Recreation & Wellness, Clayton State University, and the Board of Regents of the University System of Georgia, and their members individually, and their officers, agents and employees. The undersigned (for myself, my heirs, executors, administrators, and assigns) hereby 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 outdoor adventure activities, intramurals, competitive sports, or other types of recreational activities. By signing below, you affirm that you have both accident and medical insurance coverage and that you accept complete responsibility for any and all medical expenses that you may incur through voluntary participation in this activity. Further, I understand that the original *Assumption of Risk, Waiver of Liability, and Covenant Not to Sue* form that I signed for the SAC Fitness Center remains in full effect.

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**ACKNOWLEDGEMENT:**

Having read the preceding on **both** sides of this document, I knowingly acknowledge my understanding of these risks set forth herein and accept full responsibility for my own exposure to such risks or that of my minor child or ward. I know the nature of this activity and the demands of this activity relative to my physical condition and skill level, the potential impact of the types of injuries that may occur. I also understand that I am advised to consult with my physician before engaging in any vigorous physical activities. I hereby assert that my participation in this activity is voluntary and that I knowingly assume all of the inherent risk of the activity. I hereby certify that I am at least 18 years of age, or my parent or guardian has signed below, that I am suffering under no legal disabilities, and that I, or my parent and/or guardian, have read this form carefully, understand it, and agree to be bound by its terms. I have asked a PROFESSIONAL STAFF member any and all questions that I have concerning this document and that my questions have been answered satisfactorily. I further understand that this document is valid for the entire duration of time that I am enrolled / employed at Clayton State University and /or have a paid membership to use the SAC Fitness Center and associated venues.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent's or Guardian's Signature (*if participant is under 18*)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff or Witness Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**The Department of Recreation & Wellness  
Laker Challenge Participant Workshop Agreement**

**Welcome to the Laker Challenge!** By placing your name on this form, you are indicating that you plan to participate in this event. Please print your name and contact information below. Each participant in your group must complete this waiver prior to the beginning of the workshop.

**Directions** – In the following spaces, please provide the required information which is needed in the event of an emergency. This information will be kept strictly confidential. **Please PRINT legibly all information.**

Workshop Date: \_\_\_\_\_ Group Name: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Laker ID Number: \_\_\_\_\_ **OR** Driver's License Number: \_\_\_\_\_

Local Address: \_\_\_\_\_, GA Zip: \_\_\_\_\_

Campus Email: \_\_\_\_\_@student.clayton.edu Phone: (\_\_\_\_) \_\_\_\_\_

Student Class:    Freshman    Sophomore    Junior    Senior    Grad    Non-student

**Gender:**  Male    Female      **Fitness Level:**  Good    Avg    Poor

**Relevant Medical Information** – Please indicate any serious medical conditions that could require medical attention on this trip (allergic to bee stings, diabetic requiring medication, epileptic with frequent seizures, etc).

\_\_\_\_\_

\_\_\_\_\_

**Emergency Contact Information** – In the event of an emergency, please list the name of someone we may attempt to notify on your behalf.

Name: \_\_\_\_\_ Primary Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

**Medical Insurance Information** – Please provide this information in the event of a medical emergency. Please note that neither the Department of Recreation & Wellness nor Clayton State University provides insurance coverage for you. This is your sole responsibility to pay for any medical expenses you may incur as a result of your injury or illness requiring medical attention.

Insurance Company Name: \_\_\_\_\_ Policy #: \_\_\_\_\_

**Place your initials in the space provided if you do NOT have medical insurance coverage:**

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**Acknowledgement** – I understand that I may be engaging in vigorous outdoor activities. I am aware that my deposit is non-refundable; I have also read and understand the department's refund & cancellation policy. I further attest that all information is accurate and complete to the best of my knowledge. I realize that I represent Clayton State University and the Student Code of Conduct is in effect at all times including campus events such as this one. The safety and welfare of the group and CSU takes precedence over individual concerns. I acknowledge that I have read and understand all aspects of this document.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**The Department of Recreation & Wellness**  
**Laker Challenge Course**  
**Model Release**

I hereby give Clayton State University the absolute right and permission to copyright and/or publish, or use photographic portraits or pictures of me, in which I may be included in whole or in part, or composite, in conjuncture with my own or fictitious name, or reproductions thereof in color or otherwise, for the purposes of marketing, advertising, and promotion of Clayton State University, or any other lawful purpose whatsoever.

I hereby waive any right that I may have to inspect and/or approve the finished product or the copy that may be used in connection wherewith, or the use of which it may be applied.

I hereby release, discharge, and agree to save Clayton State University from any liability by virtue of any composite form, whether intentional or otherwise, that may occur or be produced in the publication of said photographs. I understand that editorial copy may accompany these photographs.

I certify that I am 18 years of age and that I am possessed of full and legal capacity to execute the forgoing authorization.

NAME (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_