Waiver and Release

Event Description:

Event: Employee Wellness Yoga

Date(s): August 21, 2018- August 21, 2019

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

LIABILITY WAIVER, RELEASE, INDEMNITY AND PROMISE NOT TO SUE:

I, the undersigned below, in consideration of my participation in the Event(s) referenced above and any related activities thereto including training, preparation, and travel (separately and collectively, the "Event"), wherever the/these Event(s) may occur, acknowledge that I am aware that as a result of my participation in the Event, there exists the potential for injuries including but not limited to scrapes, bruises, broken bones, various injuries to the body, and possible loss of life and I freely assume on my behalf all risks incidental to such participation.

In consideration of my participation in the Event and on my behalf, and on behalf of my heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs and expenses of any nature arising out of, related to, or in any way connected with my participation in the Event and/or any such related and associated activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs and expenses including by way of example, but not limited to, all attorneys' fees, costs of court, and the costs and expenses of other professionals and disbursements up through and including any appeal. I, understand that this Release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including, without limitation, death), property damage, and loss by theft or otherwise, whether suffered before, during or after such participation. I declare that I am physically fit and have the skill level required to participate in the Event and/or any such related and associated activities. I further authorize medical treatment for myself, at my cost, if the need arises. For the purposes hereof, the "Released Parties" are: Kennesaw State University, the Board of Regents of the University System of Georgia, all Event sponsors, and each of their respective parent, subsidiary, affiliated or related companies; and the officers, directors, employees, agents, representatives, successors, assigns and volunteers of each of the foregoing entities.

I also acknowledge that persons employed by Kennesaw State University may take photographs and/or videos of my participation and allow the use of these materials on behalf of the University without limitation or compensation including the release of my name. I also agree that during the time I am involved with the Event, I will be bound by all rules, regulations, policies, procedures and guidelines of Kennesaw State University and the Board of Regents.

This Waiver and Release Form shall be governed by the laws of the State of Georgia, and any legal action related to or arising out of this Waiver and Release Form shall be commenced exclusively in the Superior Court in and for Cobb County, Georgia. I understand that the acceptance of this liability waiver, release, indemnity and promise not to sue Kennesaw State University or the Board of Regents of the University System of Georgia or any agent or employees 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.

I certify I am eighteen (18) years of age or older, I am executing this Waiver and Permission Form on my behalf and the information set forth above is true and complete.

I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS LIABILITY RELEASE, INDEMNITY, AND PROMISE NOT TO SUE.

Participant Information: ***(Please PRINT)***

Name: _____

Emergency Contact and Phone Number: _____

Signature of Participant: _____ **Date:** _____