

**Valdosta State University**  
**Campus Recreation Ropes Challenge Course**  
**Participant Assumption of Risk and Release of Liability**

In consideration of my participation in a Ropes Challenge Course and services provided by The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University, and its representatives, agents, employees, volunteers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as **Valdosta State University**) and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, I hereby agree to release, indemnify, and discharge **Valdosta State University**, on behalf of myself, my children, my parent, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ropes course activities entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, and to property. I understand that the risks include, among other things, the potential for: slips, falls and falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases.

I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. **Valdosta State University** and its programs are based on the "challenge by choice" principle. I understand and agree that at any time I am free to withdraw from participation in ropes course activities.

2. Knowing the dangers, hazards, and risks of such activity, on behalf of, myself, my family, heirs, personal representatives, I, hereby assume any and all such risks seen and unforeseen and responsibilities surrounding my participation in such activity and except for such damages or injury as may be caused by the gross negligence or willful misconduct of the employees 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**.

3. I further agree to indemnify and hold harmless **Valdosta State University** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of our equipment or facilities, including any such claims which allege negligent acts or omissions of **Valdosta State University**.

4. I understand and agree that Valdosta State University does not have medical personnel available at the location of this activity. 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 document. 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.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the aforementioned activities, and I agree to assume any and all financial

responsibility of such injury or damage myself. I further certify that I am willing to assume the risk of these activities under any medical or physical condition I may have.

**6. Photograph Release** –I hereby grant permission to **Valdosta State University** to use photographs taken during this program that include me for promotion and/or advertising purposes. I do hereby release **Valdosta State University** from liability for any violation of any personal or proprietary right I may have in connection with such use of my image. I waive any rights, claims or interests I may have to control the use of my identity or likeness by **Valdosta State University** in the photographs. I waive any right that I may have to inspect and approve the photographs prior to use by **Valdosta State University**. I agree that any uses described herein may be made without compensation or additionally consideration of me.

**7.** 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.**

Signature of Participant \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Insurance: \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

In an Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**PARENT OR GUARDIAN**  
**(Must be completed for participants under the age of 18)**

By my signature below, I hereby give permission for \_\_\_\_\_ (“Child”); (Date of Birth) \_\_\_\_\_ to participate in Valdosta State University’s Ropes Challenge Course and agree on behalf of myself and Child to be bound by all the terms and conditions of this Release.

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

Print Name of Parent/Guardian: \_\_\_\_\_

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

Insurance: \_\_\_\_\_

Date: \_\_\_\_\_ In an Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone Number: \_\_\_\_\_