

# GEORGIA STATE UNIVERSITY

## PARTICIPATION AGREEMENT AND WAIVER

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**Program Name:** \_\_\_\_\_

**Date(s) of Program:** \_\_\_\_\_

**Participant Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

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### Assumption of Risk:

I am the parent or legal guardian of the Participant, and allow participation in a Georgia State University Program (the "Program"), facilitated by Georgia State University and its employees and authorized representatives (the "University"). This Program is purely voluntary. As such, **I agree to assume all risk on behalf of the Participant.** I acknowledge that the Program involves risks such as accidents, illness (including COVID-19), injuries, crime, inclement weather, and other hazards arising from a wide variety of events and circumstances that cannot be enumerated. I voluntarily assume all such risk.

### Agreement to COVID-19 Protocols:

I will NOT send the Participant to the Program if they have any symptoms of COVID-19, including fever or persistent cough. I will inform the Program immediately if the Participant or anyone in the household has had symptoms or a positive test in the time period that the Participant is in the program.

### Waiver and Indemnification:

I agree to waive, release, covenant not to sue, forever discharge and hold the University harmless from any and all claims, demands, and causes of action arising out of participation in the Program or related medical care. This waiver also applies to any heirs, executors and assigns. Further, I agree to defend, indemnify and hold the University harmless from any and all claims, demands and causes of action arising out of the Participant's actions while participating in the Program.

### Liability Insurance and Exemption from Licensure:

The University, as a state entity, is covered by the Tort Claims Act and the State of Georgia Broad Form Insurance, which includes liability insurance. The Program is exempt from the licensing requirements of the Georgia Department of Early Care and Learning because it is administered by a state entity. More information about DECAL is available on its website at [www.dec.al.ga.gov](http://www.dec.al.ga.gov), or by calling 1-888-442-7735.

### University Limitation of Liability:

I understand and acknowledge that the University assumes no responsibility or liability, in whole or in part, for any circumstances beyond the control of the University, including:

- sickness, disease, accidents, injuries (including death), theft of/damage to property, crime, weather, acts of God;
- damage or injury of any kind in connection with accommodations, transportation, or other services; or
- for any additional expense related to any of the foregoing.

**Deadlines, Refund Policy and Code of Conduct:**

- I agree to abide by all deadlines for payment and/or submission of materials for the Program. I agree that my child may be refused and my fees might not be refunded if I miss these deadlines. I agree that my fees (if applicable) might not be refunded if I withdraw my child from the Program.
- I acknowledge that my child will be subject to the rules and standards of conduct of the Program and the University System of Georgia. This includes adherence to COVID-19 prevention protocols as determined by the University and the Program. I further understand that my child’s violation of the rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my child’s dismissal from the Program. I accept responsibility for all costs associated with removing my child from the Program, including but not limited to transportation costs to return the Participant home. I understand that dismissed Participants are not eligible for a refund of any fees or expenses.

**Optional Photography Release:**

I give the University permission to reproduce and use for educational or promotional purposes any and all photographs, videos, movies, or sound recordings taken of Participant during participation in the Program, as well as any written testimonials I or Participant provide regarding the Program.

INITIAL HERE ONLY IF YOU DO **NOT** AGREE TO PHOTOGRAPHY RELEASE: \_\_\_\_\_

**Agreement:**

I agree to the terms and conditions of this document.

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**Signature of Parent/Guardian:** \_\_\_\_\_

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