

APPENDIX C
MIDDLE GEORGIA STATE COLLEGE
WELLNESS CENTER
Release, Waiver of Liability and Covenant Not to Sue

The undersigned hereby acknowledges that participation in physical activities such as offered through Middle Georgia State College's Wellness Center involves a risk of bodily harm and injury and assumes all risks. Furthermore, the undersigned acknowledges and assumes the same risks and responsibilities of their minor dependents listed below. The undersigned hereby agrees that for the consideration of Middle Georgia State College and its Wellness Center allowing the undersigned and their listed minor dependents to voluntarily participate in physical activities and, in conjunction therewith, the use of the facility, equipment, programs, grounds, and personnel of the institution, the undersigned participant and their minor dependents do hereby waive liability, release and forever discharge the Institution and the Board of Regents of the University System of Georgia, its members individually, and its officers, agents and employees of and from any and all claims, demands, rights and causes of activity of whatever kind or nature, arising out of all known and unknown, foreseeable and unforeseeable bodily and personal injuries, damage to property, and the consequences thereof; including death, resulting from voluntary participation in or in any way connected with such Wellness Center programs.

I further agree covenant and agree that for the consideration stated above I will not sue the Institution, the Board of Regents of the University System of Georgia, its members individually, its officers, agents, or employees for any claim for damages arising or growth out of my voluntary participation in Wellness Center activities.

I understand that the acceptance of this release, waiver of liability and covenant not to sue, the Institution or the Board of Regents of the University System of Georgia or employee 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.

Further, I understand that this release, waiver of liability and covenant not to sue shall be effective during the entire period of my enrollment or employment at the institution.

I have received a copy of this document and I certify that I am of legal age and am suffering under no