



**HOLD HARMLESS, RELEASE, WAIVER of LIABILITY
and COVENANT NOT TO SUE
(Travel)**

In consideration for transportation provided by Albany State University from Albany, Georgia to _____(points of destination, and all points in between, hereinafter “the Trip”) on the following dates _____ through _____, I hereby release, waive, discharge and covenant not to sue the **Board of Regents of the University System of Georgia** (hereafter **BOR**) and **Albany State University** (hereafter **ASU**), their officers, trustees, agents and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of **ASU** and/or **BOR**, or otherwise, while participating in the Trip, or while in, on or upon the premises where the Trip is being conducted, while in transit to or from the premises, or in any place or places connected with the Trip.

I am fully aware of the risks involved and hazards connected with traveling by motorized vehicle and I am fully aware that there may be risks and hazards unknown to me connected to the Trip. In consideration for the privilege of travel on transportation provided by **ASU** and the opportunity to participate in this activity, which may include guided and/or self-directed tours, the consumption of food, and other educational or recreational activities, I freely, **voluntarily**, and knowingly assume all risks associated with said Trip and accept full responsibility for any loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation in the Trip, whether caused by the negligence of **ASU** and /or **BOR** or otherwise. I further hereby agree to indemnify and save and hold harmless **ASU** and **BOR** and each of them, from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in the Trip, whether caused by the negligence of **ASU** and/or the **BOR**, or otherwise. I understand that the acceptance of this release and covenant not to sue shall not constitute a waiver, in whole or part, of sovereign or official immunity by **ASU** and/or **BOR**, or its members, trustees, officers, agents or employees.

I acknowledge that as an official activity of the University and while traveling on a motorized vehicle owned or operated by **ASU** and/or **BOR**, I am subject to **ASU** and **BOR** regulations, guidelines and procedures, as well as the laws and regulations of the State of Georgia and of the laws of the United States. In the event that I violate any of these rules or regulations or become disruptive such that I am a threat to other participants or to continued safe travel during



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the Trip, the driver of said vehicle and/or the designated chaperone assigned to the Trip shall have the authority to dismiss me from the Trip.

It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue **ASU** and/or **BOR**, their officers, trustees, agents, and employees. I hereby further agree that this Release shall be construed in accordance with the laws of the State of Georgia.

In signing this release, I acknowledge and represent that I have read the foregoing waiver, release, and covenant not to sue, that I understand it, and that I sign it **voluntarily** as my own free act and deed. I further acknowledge that no oral representation, statements or inducements, apart from the foregoing written agreement, have been made and that I am at least eighteen (18) years of age and fully competent. If less than eighteen (18) years of age, a parent or legal guardian has signed, fully accepting each and every term. I (or my parent) execute(s) this Release for full, adequate and complete consideration, fully intending to be bound by same.

So agreed this _____ day of _____, 20____.

Initial one of the following statements to affirm acceptance of the aforementioned terms:

_____ I certify that I am the parent or legal guardian of the above-named minor. I have read, understood and accept the terms of this entire document and consent to the provisions contained herein. (Signature is required.)

_____ I certify that I am at least 18 years of age and suffering under no legal disability and that I have received a copy of this document and have read the above carefully before signing.

(Name of Participant--Please Print)

Signature of Participant
(If 18 years or older)

(Name of Parent/Legal Guardian)

Signature of Parent/Legal Guardian
(For participant under age 18)

Signature witnessed by:

Name of Witness (Please Print)

Signature of Witness