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| **Camp Waiver: Camp: Kennesaw State Baseball Camps/Date(s): Participation in camp between Jan 1, 2022 and Dec 31, 2022 PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING: LIABILITY** |
| **RELEASE, INDEMNITY AND PROMISE NOT TO SUE: I, the undersigned, in consideration of my participation in the Camp(s) referenced above and related activities thereto** |
| **including training, preparation, and travel (separately and collectively, the “Camp”), wherever the/these Camp(s) may occur, acknowledge that I am aware that due to participation** |
| **in the Camp, there exists the potential for injuries and accidents, including but not limited to strains, sprains, scrapes, bruises, broken bones, concussions, and** |
| **various injuries to the body, and I freely assume all risks incidental to such participation. In consideration of my participation in the Camp and on my own  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 Camp and/or** |
| **any such related and associated activities, and further agree to indemnify and hold each of the Released Parties harmless from and against 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, for myself, 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, property damage, and loss by theft or otherwise, suffered by me either before, during or after such** |
| **participation. I declare that I am physically fit and have the skill level required to participate in the Camp and/or any such related and associated activities. I further** |
| **authorize medical treatment for me, 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, the Kennesaw State University Athletic Association Inc., all Camp sponsors and charities, 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 the Released Parties 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 and/or my child’s name. 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 certify I am eighteen (18) years of age or older and, if I am executing this Waiver and Permission Form on behalf of my child or ward, the information set forth** |
| **above pertaining to my child or ward is true and complete. I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS LIABILITY RELEASE,  INDEMNITY, AND PROMISE NOT TO SUE.** |