

Thomas University
Waiver and Release of Liability

The individual named below (referred to as "I" or "me") desires to participate in the football Camp (the "**Camp**") being sponsored or hosted by Thomas University (the "**University**"). In consideration for being permitted by the University to participate in the Camp and in recognition of the University's reliance thereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I AM AWARE AND UNDERSTAND THAT PARTICIPATION IN THE CAMP IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE UNIVERSITY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE UNIVERSITY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE CAMP WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE CAMP, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

By signing this Release, I hereby expressly waive and release Thomas University, its agents, servants, employees, insurers, successors and assigns (collectively, "**Releasees**") from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at or involvement with the Camp. I covenant not to make or bring any such claim against the University or any other Releasee, and forever release and discharge the University and all other Releasees from liability under such claims. This Release is not intended to release the University from any liability resulting from its gross negligence or willful misconduct or any claim that Georgia law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless the University and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to the Camp, including any claim related to my own negligence or the ordinary negligence of the University.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Camp. I understand and agree that I have my own health insurance coverage, and that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the University and Releasees from any claim based on such treatment or other medical services.

I AGREE. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility where the Camp will take place. I agree that I will fully comply with all rules and regulations and with any amendments.

I agree any violation of the Release and its terms and conditions, as determined by the University, will void and terminate this Release and may result in loss of the ability to participate in the Camp.

BY SIGNING, I ACKNOWLEDGE THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE UNIVERSITY.

Name (please print) _____

Signature _____ Date _____

If under 18, name of Guardian (please print) _____

Signature _____ Date _____