



Participation Agreement and Liability Waiver for Minors

Event Description:

Event: KSU North Georgia Honor Orchestra

Date(s): October 4-5, 2019

Location: Bailey Performance Center and School of Music, Kennesaw Campus

PARENT OR GUARDIAN, PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

I, the undersigned below, in consideration of my child's or ward's participation in the Event(s) referenced above and any related activities thereto including training, preparation, and travel (separately and collectively, the "Event"), wherever the/these Event(s) may occur, acknowledge that I am aware that as a result of my child's or ward's participation in the Event, there exists the potential for injuries including but not limited to scrapes, bruises, broken bones, and various injuries to the body, and **I freely assume on my child's or ward's behalf all risks incidental to such participation.**

In consideration of my child's or ward's participation in the Event and in my child's or ward's behalf, and on behalf of my child's or ward's 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 child's or ward's participation in the Event and/or any such related and associated activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any 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. This agreement to indemnify extends to any claim filed by my child or ward upon reaching the age of majority. I, for my child and/or ward, 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 (including, without limitation, death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after such participation.

I declare that my child or ward are physically fit and have the skill level required to participate in the Event and/or any such related and associated activities. I further authorize medical treatment for my child or ward, 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, all Event sponsors, 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 agree that during the time my child or ward is involved with the Event, he or she will be bound by all rules, regulations, policies, procedures and guidelines of Kennesaw State University and the University System of Georgia. I further understand that my child's or ward's violation of the rules and standards of conduct or failure to comply with the reasonable direction of the Event staff may result in my child's or ward's dismissal from the Event, 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.

I understand that the Event is not licensed by the Georgia Department of Early Care and Learning.

I also acknowledge that persons employed by Kennesaw State University may take photographs and/or videos of my child's or ward's 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 or ward's name. **INITIAL HERE ONLY IF YOU DO NOT AGREE TO THE PHOTOGRAPHY AND VIDEO RELEASE:** _____

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 understand that the acceptance of this liability waiver, release, indemnity and promise not to sue Kennesaw State University or the Board of Regents of the University System of Georgia or any agent or employees 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.

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.

Participant Information: (Please PRINT)

Name: _____ **Date of Birth:** _____

Emergency Contact and Phone Number: _____

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____ **Date:** _____