

Consent, Assumption of Risk, Indemnity, Release and Assignment of Rights Agreement

The undersigned, _____ (“Participant”), a copy of whose driver's license is attached as Exhibit 1, hereby knowingly and voluntarily enters into this Consent, Assumption of Risk, Release and Assignment of Rights Agreement (this “Agreement”) after full consideration of the matters set forth in this Agreement and the benefits and the risks associated with participation in one or more of the sports and recreation activities (individually, an “Activity” and collectively, the “Activities”) offered by _____ (the “School”) and sanctioned by the Georgia Collegiate Athletic Association, Inc. (the “Association”), including but not limited to those risks described in this Agreement. This Agreement is for the benefit of the School and the Association and their respective officers, directors, trustees, employees, students, affiliates, agents, and counsel (individually and collectively sometimes called the “Released Parties”).

Section 1 Initial Representations, Warranties and Covenants of Participant.

Participant is over the age of majority and has full legal and mental capacity to ability to enter into this Agreement and otherwise contract in Participant's own name. Participant is in good health, capable of intense physical and mental activity and not currently under the care of a physician, psychiatrist, psychologist or other physical or mental health practitioner for any condition where the Participant has been counseled against participating in or advised not to participate in any Activity in which Participant now or in may in the future wish to participate.

Section 2 Acknowledgment of Inherent Risks of Activities.

Participant understands and agrees that all or substantially all of the Activities involve strenuous physical activity and many of the Activities have an inherent risk of, serious or catastrophic physical or mental injury or distress, paralysis or even death including without limitation, risks of broken bones, contusions, concussions, muscle tears, and sprains as well as potential risks of injury, infection or disease arising from the participation by other persons in the Activities.

Section 3 Consent, Assignment of Rights and Release.

In consideration of Participant being permitted to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and agreed, Participant on behalf of him or herself, his or her family, heirs, estate, executors and personal representatives irrevocably (i) consents to the recordation, memorialization and depiction of the Activities and of Participant's participation therein including through the recording, memorialization and depiction of the Activities and of Participant's participation therein by, or at the direction of, the School or the Association and so consents regardless of the form in which such recordation, memorialization or depiction is or has been or may be depicted, memorialized, stored, transmitted, received or reproduced, including through visual and audio recording of Participant in connection with the Activities or Participant's Participation therein (all of the foregoing individually and collectively a “Depiction”) and (ii) assigns all right, title and interest, if any of Participant in any Depiction jointly and severally to the School and the Association.

Participant on behalf of him or herself, his or her family, heirs, estate, executors and personal representatives forever assigns to and hereby gives to the School and the Association, their respective legal representatives, successors, and assigns, the unrestricted right and permission to copyright and use, re-use, publish, and republish such Depictions, including, without limitation, photographic portraits or pictures of Participant or in which Participant may be included, whether in whole or in part, composite or distorted in character or form, without restriction as to changes or transformations, whether in conjunction with Participant's own or a fictitious name, or the names of other person or persons, real or fictitious, and whether the original or a reproduction thereof, whether in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever. Participant on behalf of him or herself, his or her family, heirs, estate, executors and personal representatives also permits the use of any printed or other material or media in connection therewith. With full knowledge of the existence of Participant's statutory moral rights as those rights are more particularly

described in 17 U.S.C. Section 106(a), Participant on behalf of him or herself, his or her family, heirs, estate, executors and personal representatives hereby knowingly relinquishes and waives any and all rights arising under 17 U.S.C. Section 106(a) and any rights arising under U.S. federal or state law or under the laws of any other jurisdiction that convey rights of the same or similar nature as those conveyed under 17 U.S.C. Section 106(a) or any other type of moral right or *droit moral* as well as all other rights that Participant has or may have to approve the completed products or works, any advertising copy or printed matter or other materials that may be used in conjunction therewith or the use to which it may be applied.

Participant on behalf of him or herself, his or her family, heirs, estate, executors and personal representatives hereby releases, discharges and agree to indemnify and hold harmless the School and the Association, their respective legal representatives, successors, and assigns and all persons acting with the authority or permission of the School and the Association for and from any claims, liability or damages (individually and collectively, "*Damages*") by virtue of any blurring, distortion, alternation, redaction, optical or digital illusion, or use in composite form whether intentional or otherwise that may occur or be produced in the use, taking, reproduction or dissemination of such Depictions (including all audio or visual recordings of Participant) or in any subsequent processing thereof as well as any publication thereof including, without limitation, any and all Damages or other relief and whether constituting or based on theories of libel, invasion of privacy, false light, defamation, negligent or intentional infliction of emotional distress, right to privacy or right to publicity. Participant on behalf of him or herself, his or her family, heirs, estate, executors and personal representatives understands that publication of such Depictions, whether in whole or in part, may result in a diminution of Participant's rights of privacy, publicity, personal property, trademark rights, service marks rights and/or merchandising rights.

Section 4 Indemnity and General Release.

In consideration of Participant being permitted to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant, on behalf of his or herself, his or her family, heirs, estate, executors, and personal representatives, voluntarily assumes full risk and responsibility surrounding (A) his or her execution, delivery, and performance of this Agreement, (B) Participant's participation in the Activities, (C) Participant's travel to and from the Activities, and (D) the participation by any other person or entity in or in connection with the Activities, whether as an athlete, official, spectator, sponsor, vendor, School Associated Person, Association Associated Person, or otherwise and Participant on behalf of him or herself, his or her family, heirs, estate, executors and personal representatives hereby indemnifies, releases and forever discharges and shall indemnify and hold harmless the Released Parties from and against all past, present, and future claims, demands, damages, actions, cost, expenses, attorneys fees, losses, liabilities, injury to person (including death), property or reputation or loss of enrollment or employment by reason of the matters set forth in clauses (A) through (D) above, including, without limitation, any accident, injury, illness, Damages or other consequences arising or resulting, directly or indirectly, in any manner whatsoever from Participant's participation in the Activities.

For purposes of this Agreement, "School Associated Person" shall include any person attending or participating directly or indirectly in an Activity as a cheerleader, drill team member, flag corps member, mascot, band member or other role in which the person is or reasonably appears to be affiliated with the School and shall also include any employee of the School who is or reasonably appears to be attending or participating directly or indirectly in the Activity as a representative of the School (including without limitation, presidents, vice presidents, athletic directors, coaches, student coaches and volunteer or community coaches of or affiliated with the School), prospective students, guests and other invitees of the School or of its representatives, volunteers or other members of any auxiliary organization.

For purposes of this Agreement, "Association Associated Person" shall include any person attending or participating directly or indirectly in an Activity or in a role in which the person is or reasonably appears to be affiliated with the Association and shall also include any employee of the Association who is or reasonably appears to be attending or participating directly or indirectly in the Activity as a representative of the Association (including without limitation, the Commissioner, assistant commissioners, officers of the Association, statisticians, presidents, vice presidents, athletic directors and coaches of or affiliated with the School in one or more capacities on behalf of the Association), guests and other invitees of the Association or of its representatives, volunteers or other members of any auxiliary organization.

Section 5 **Dispute Resolution; Binding Arbitration.**

In the event this Agreement is the subject of any legal action, whether with respect to its enforceability or otherwise, Participant agrees that, in the event the School or the Association prevails in any material respect in such legal proceeding that Participant shall pay all of the costs and expenses of the prevailing party or parties, including legal fees and expenses in connection with such proceeding including all appeals of any such determination or proceeding.

Should there be any dispute concerning this Agreement including its enforceability or interpretation or Participant's consent to or participation in any of the Activities that would require legal adjudication, the adjudication of such dispute will be determined solely by confidential binding arbitration before a panel of three arbitrators, one of whom shall be appointed by the School and the Association, one of whom shall be appointed by Participant and one of whom shall be selected by the initial two arbitrators. Any arbitrator selected by Participant or by the other arbitrators shall be familiar with the Activities and experienced in the handling of disputes involving the types of Activities contemplated by this Agreement.

In the event the initial two arbitrators cannot agree on a third arbitrator, then such third arbitrator may be appointed by the American Arbitration Association.

Each of the School and the Association on the one hand and the Participant on the other hand shall bear the costs of the arbitrator respectively selected by them and each shall each bear one-half of the costs of the third arbitrator and all other costs of such arbitration, *provided however*, if the School or the Association prevails in such arbitration in any material respect then the arbitration panel shall award such prevailing party with all of the costs of such prevailing party of participating in the arbitration. Such arbitration shall be conducted in the City of Atlanta, State of Georgia or at such other place within or without the State of Georgia to which each of the School and the Association may consent.

(Participant to initial here)

Section 6 **Governing Law.**

The officers of the Association are located in the State of Georgia, certain Members of the Association are located in the State of Georgia and it is the intent of the parties to this Agreement that certain of the Activities will occur in the State of Georgia, and it is the intent of the parties that this Agreement shall be governed by the law of the State of Georgia except that the provisions of Section 5 are intended to be governed by the United States Arbitration Act. Accordingly, this Agreement shall be governed by, and be construed in accordance with, the laws of the State of Georgia without application of any conflict of laws principles which would result in the application of any other law except that the provisions of Section 5 are intended to be governed by the United States Arbitration Act.

Section 7 **Other Legal Issues.**

Participant has fully and carefully read this Agreement before signing it and is completely familiar with and understands its terms.

Participant has had an opportunity to make such investigations with respect to this Agreement, its terms, and the Activities and other matters contemplated by this Agreement as he or she desires, is satisfied with the results of any such investigation and is solely responsible for the completeness and adequacy of any such investigation.

No representations, statements, or inducements, oral or written, apart from those expressly set forth in this Agreement have been made or authorized by the School or the Association or the other Released Persons and if made by any other person should not be relied upon for any purpose whatsoever.

Except as expressly contemplated by the terms of this Agreement, this Agreement represents Participant's complete understanding with the School and the Association concerning the School and the Association's responsibility and liability for Participant's participation in the Activities, supersedes any previous or contemporaneous understandings Participant may have had with the School and the Association on the

subjects of this Agreement, whether written or oral, and except as expressly set forth herein cannot be changed or amended in any way without the express written consent of the persons sought to be charged.

Participant agrees that should any provision or aspect of this Agreement be found to be unenforceable, that all the remaining provisions of this Agreement will remain in full force and effect and that in the event any provision is declared invalid or unenforceable that any authority (including any arbitrator as provided for by the terms of Section 5) with jurisdiction over the parties construing this Agreement shall reform it to include a provision or provisions as near in force and effect as are legally permissible to any provision which is declared invalid or unenforceable.

Decisions taken by Participant regarding his or her participation in the Activities are personal. Participant understands and agrees that it is solely his or her responsibility to determine, in consultation with his or her family members, medical authorities and/or other competent authorities, whether or not she should participate in the Activities. Participant represents that his or her agreement to the provisions of this Agreement is wholly voluntary.

Participant further understands that, prior to signing this Agreement, he or she may consult with the advisor, counselor, or attorney of his or her choice at his or her own expense and that Participant represents that Participant has had a reasonable opportunity to do so. This Agreement may be executed electronically by conformed or printed signature transmitted as provided above and this Agreement or any amendment thereto shall be as legally binding as a manually executed Agreement. and, upon request, shall furnish a manually executed copy of this Agreement or any Amendment to this Agreement. Participant's failure or refusal to furnish any manually executed copy of this Agreement or any amendment hereto or thereto shall not affect the validity or interpretation of any electronically executed Agreement or amendment hereto.

Participant signs this Agreement intending to be fully and legally bound hereby.

Name of Participant _____

Signature of Participant _____ Date _____