

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of \_\_\_\_\_\_''s (hereinafter "the Child") participation in any way in the <u>Georgia Middle School Athletic Association</u> ("GMSAA"), I attest and affirm that I am the legal guardian or parent of the above-named minor child, and I, for myself, my personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE, agree, and represent that I and the Child understand the nature of <u>full contact tackle football</u> <u>activities</u> and that he is qualified (in age and residence), in good health, and in proper physical condition to participate in such activities. I further agree and warrant that if at any time I or the Child believes that his personal safety may be compromised, he will immediately discontinue further participation.
- 2. FULLY UNDERSTAND that: (a) <u>FULL CONTACT TACKLE FOOTBALL ACTIVITIES INVOLVE</u> <u>RISKS AND DANGERS OF</u> <u>SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS");</u> (b) these Risks and dangers may be caused by the Child's own actions or inactions, the actions or inactions of others participating in the activities, the condition in which the activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and <u>I FULLY ACCEPT AND ASSUME ANY AND ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES the Child or I may incur as a result of his participation in the activities.</u>
- 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE <u>Georgia Middle School Athlete Association, Inc.</u>, their respective administrators, clients, directors, agents, officers, members, coaches, volunteers, employees, as well as other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the activities take place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY OR MY CHILD'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I, ON BEHALF OF MYSELF AND MY CHILD, FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorneys fees, loss, liability, damages, or cost which any may incur as the result of such claim.
- 4. PERMISSION FOR MEDICAL TRANSPORTATION & RELEASE & WAIVER OF LIABILITY: I hereby certify that I have knowledge of my child's physical condition and state of health and give my consent and permission for my child to engage in the active sports program of the GMSAA and the \_\_\_\_\_\_\_. I do further certify that my child has no physical defects, condition or disease or disability that will in any way jeopardize his / her health or physical condition if he/she is allowed to take an active part in the program. I further state that I shall not hold any Person, Firm or Corporation backing any team, nor any of the Coaches of the GMSAA Member Football Program, the GMSAA, and the represented High School / School System/District, responsible nor liable for injuries incurred during practice sessions, practice games, regularly scheduled games, playoff games, or transportation to and from games. I further certify that by placing my signature on this document I have given my permission to the GMSAA Member Football Program to transport my child to a medical facility to secure treatment if deemed necessary at that time
- 5. AUTHORIZATION FOR TREATMENT: I hereby give my permission for the representative(s) of the Player's GMSAA Member Football Program and to secure immediate medical treatment for my child, who is under the age of eighteen (18) years. I further give my permission for a medical facility, or a representative of the GMSAA Member Football Program to provide immediate medical treatment for the above listed child. I understand that medical treatment is authorized in my absence, and that my signature below releases the Medical Facility and the GMSAA, GMSAA Member Football Program and the represented High School / School System/District from liability regarding treatment if I cannot be reached. I further understand that I will be considered the responsible party for any charges incurred.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT. I FURTHER CERTIFY THAT THE CHILD'S REGISTRATION INFORMATION IS CORRECT. I, ON BEHALF OF MY CHILD HAVE SUBMIT A CURRENT CERTIFICATE OF PHYSICAL EXAMINATION WITH THE SCHOOL PROGRAM PRIOR TO PARTICIPATING THAT INDICATES THE CHILD IS PHYSICALLY APPROVED FOR PARTICIPATION. I GIVE MY CHILD'S SCHOOL PERMISSION TO RELEASE INFORMATION REGARDING AGE, RESIDENCE, ADDRESS, AND RECOGNIZED PARENT OR LEGAL GUARDIANSHIP TO A GMSAA EXECUTIVE BOARD MEMBER.

This Document will cover 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade football.

PRINTED NAME OF PARENT/GUARDIAN:

NAME OF PARTICIPANT:	ATTENDING SCHOOL		
ADDRESS:			
(Street)	(City)	(State)	(Zip)

PARENT/GUARDIAN SIGNATURE:

GMSAA Waiver 0222