

RELEASE, COVENANT NOT TO SUE, AND ASSUMPTION OF RISK

Date and Description of Event: Homelessness Awareness Sleep Out, Thursday, October 16, 2008 – Saturday, October 18, 2008.

I hereby acknowledge that I am fully aware that there are risks inherent in my participation in and preparation for the above-described event, and I willingly and voluntarily assume such risks. These risks may include, but are not limited to, bruises, cuts, sprains, muscle strains, hernia, broken bones, heat exhaustion, hypothermia, concussion, drowning, insect bites, exposure to toxic substances, exposure to criminal activity, injuries caused by wild animals, and death.

I have made myself aware of the physical requirements necessary for participation in the above-referenced event, and I certify that I possess all of the necessary physical abilities, experience, training, and knowledge.

I am aware that Kennesaw State University does not warrant the condition or adequacy of any equipment, premises, vehicle, or mode of transportation for any purpose. I am further aware that Kennesaw State University does not warrant the adequacy or competency of any trip leader, vehicle driver, trainer, or other personnel.

I am aware that Kennesaw State University does not provide insurance for me, and that I am solely responsible for any medical costs arising out of my participation in the above-referenced event.

I agree that the privilege of participating in the above described event is a valuable opportunity, and in partial consideration of that opportunity I hereby forever release and discharge from liability of any kind arising out of my participation in, preparation for, or travel associated with the above-referenced event, Kennesaw State University, the Board of Regents of the University System of Georgia, the Georgia State Tort Claims Trust Fund, and all of their employees, officers, members, agents, volunteers, and contractors. As a part of the consideration for my participation in the above-referenced event, I hereby covenant not to sue any of the above-named released parties.

I understand that in accepting this document, Kennesaw State University does not waive any sovereign, governmental, or official immunity that might apply to itself, any state agency or instrumentality, or any state officer, employee or volunteer. As such, alcohol, drugs and illegal items are not allowed. Anyone found in violation will not only be held accountable through KSU judicial, but if a violation of GA state law occurs, it will be dealt with accordingly by Kennesaw State University Police.

I am over the age of 18, and I am fully capable of reading and understanding this document. I understand that I will be provided with a copy of it upon request.

Signature

Date

Print name

KSU ID Number