



**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
SouthSide Pioneers Track and Field Club and Its Assignees**

In consideration for participating in the FAYETTE COUNTY TRACK ASSOCIATION, INC./SOUTHSIDE PIONEERS TRACK AND FIELD CLUB, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the FAYETTE COUNTY TRACK ASSOCIATION, INC./SOUTHSIDE PIONEERS TRACK AND FIELD CLUB, the Fayette County Public School System, the State of Georgia, any of their officers, servants, agents, or employees, family members, estates, trustees, heirs (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such athletic and related event activities, or while in, on or upon the premises where the activities are being conducted.

To the best of my knowledge, I am in good physical condition and am not aware of any physical infirmity, which would place me at risk to participate in activities. I am fully aware of risks and hazards connected with the activity, including the risk of injury to my neck, back, spine, knees or other parts of my body, and I hereby elect to participate as a voluntary participant in said activity, and to enter the premises assigned by the Fayette County Board of Education for practices or any facilities at which I participate in practices or competitive meets and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-name RELEASEES, I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Georgia. In signing this release, I acknowledge and represent that I have read and understand it and sign it voluntarily; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I HAVE READ THIS WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Printed Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If 18 years or older)

Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Parent's Signature Required if Participant is under 18 years of age)