

**Stephens County Foundation, Inc.**  
**Release, Assumption of Risk, and**  
**Hold Harmless Agreement**

In consideration for participating in a voluntary activity being organized by the Stephens County Foundation ("SCF"), I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes SCF, and its trustees, officers, employees, and agents ("Releasees") from any and all liabilities, claims, demands, or injuries, including death, that may be sustained by me while participating in the Activity, while in transport to the Activity site, using equipment or facilities available to participants in the Activity, or while on the premises owned or leased by Releasees, including injuries sustained as a result of the negligence of Releasees. I acknowledge there may be physically strenuous activities which require the user to have experience in water sports and to wear appropriate personal flotation devices(PFD). I acknowledge that SCF will not provide PFDs to any of the participants but will require participants to provide their own PFDs. I know of no reason why I should not participate.

I am fully aware that there are inherent risks involved with the Activity and I choose to voluntarily participate in the Activity with full knowledge that said Activity may be hazardous to me and my property. I acknowledge that the SCF may provide transportation by vehicle to an off-site location. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, which may be sustained by me as a result of participating in the Activity, including injuries sustained as a result of the negligence of Releasees. I further agree to indemnify and hold harmless the Releasees for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in the Activity. I UNDERSTAND ALCOHOL AND DRUG USE ARE STRICTLY PROHIBITED.

I also give the SCF permission to obtain any emergency medical care or treatment by a physician, physician's assistant, surgeon, hospital, paramedic, or medical care facility as may be needed by me and accept responsibility for the costs. I acknowledge that the SCF does not provide medical insurance for me and that I am responsible to obtain sufficient insurance.

I agree to follow all instructions and procedures established by the SCF regarding the Activity and transportation to or from the Activity.

It is my express intent that this Waiver and Hold Harmless Form shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Georgia.

In signing this Waiver and Hold Harmless Form, I acknowledge and represent that I have read and understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Participant's Signature: \_\_\_\_\_

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

Parent or Legal Guardian Signature: \_\_\_\_\_ (If Participant is under 18 years old)

Parent or Legal Guardian Printed Name: \_\_\_\_\_ (If Participant is under 18 years old)

Duration of Activity (Start/End Dates): \_\_\_\_\_