

**GEORGIA INSTITUTE OF TECHNOLOGY  
ASSUMPTION OF RISK,  
RELEASE, COVENANT NOT TO SUE, AND WAIVER**

In consideration of [our/my] application for participation in the Georgia Institute of Technology Earth Day Festival (the "Festival"), which will be held on the Georgia Institute of Technology campus on April 20<sup>th</sup>, 2018,

I understand that there are inherent risks involved in participating in the Festival, and I realize that participation in the Festival is my choice. I am aware that, during the Festival, certain risks and dangers may occur, including, but not limited to, the hazards of working with large groups of people; accident or illness; the forces of nature; all manner of foreseen and unforeseen bodily and personal injuries, including death; damage to property; and the consequences resulting therefrom.

I understand that Georgia Institute of Technology does not warrant or guarantee in any respect the physical condition of any facility or equipment used in connection with the Festival or the suitability of the Festival for my participation. I understand that Georgia Institute of Technology does not provide me with any insurance in connection with the Festival.

I understand that it is my responsibility to know what personal equipment is required and provide the proper personal equipment for my participation in the Festival, and to ensure that it is in good and suitable condition.

In consideration of being permitted to participate in the Festival, I acknowledge and voluntarily assume all risks associated with the Festival.

In additional consideration for Georgia Institute of Technology allowing me to participate in the Festival, I hereby release, covenant not to sue, and forever discharge Georgia Institute of Technology and its trustees, officers, agents, employees, students and volunteers, of and from any and all claims, demands, rights, and causes of action of whatever kind or nature, including but not limited to negligence, unforeseen bodily and personal injuries, damage to property, and the consequences thereof resulting from participation in the Festival and/or any travel incident thereto.

I expressly agree that the terms of this Assumption of Risk, Release, Covenant Not To Sue and Waiver (this "Release") shall be binding upon me and my heirs, executors and assigns, and all members of my family, or if a business, any successors to such business.

I expressly agree that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to conflict of laws principles. I intend this to be a complete and unconditional release of all liability to the greatest

extent allowed by law and agree that, in the event that any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.

I further certify that, if signing on behalf of a business, I am the authorized agent and have the full authority to act on the behalf of the organization executing this Release and that I have the full power and authority to execute such document for and on its behalf.

In signing this Release, I hereby acknowledge that I have carefully read this entire document, that I understand and agree to comply with its terms, and that I have signed it knowingly and voluntarily.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Business or Organization name: \_\_\_\_\_

*If your booth request is approved, you will be required to sign the waiver at the Earth Day Festival check-in, before setting up your booth.*