

I, (student/faculty/staff name) \_\_\_\_\_, (student/faculty/staff ID #) \_\_\_\_\_ am participating in SERVE's volunteer activity with (Service Agency Name) \_\_\_\_\_ being facilitated by The Savannah College of Art and Design, Inc. ("**SCAD**") during the current academic term (term and year) \_\_\_\_\_ and I am voluntarily choosing to participate in the Project to (destination) \_\_\_\_\_ on [date(s)] \_\_\_\_\_, the purpose of which is to (describe event) \_\_\_\_\_, (the "**Project**"). The term "**Project**", as used herein, is understood to include all activities at the destination and all Transportation to and from such destination. The term "**Transportation**", as used herein, is understood to include transportation to and from the destination in a vehicle operated by SCAD, myself, a classmate or other third party, or via airplane or train, as applicable. As consideration for being permitted to participate in the Project, I hereby agree to the following:

1. Assumption of Risk. I am aware and understand that the Project involves one or more outside-the-ordinary activities or other activities that are inherently dangerous, such as, and without limitation: interaction with animals, exposure to extreme elements, physical exertion, Transportation, and travel in excess of 50 miles from my campus. Each of these activities involves substantial risk of serious bodily injury, property damage and other dangers, which may include but are not limited to: disease, illness, criminal activity, broken bones, sprains, drowning, concussions, heart attacks, heat exhaustion, hypothermia, accidents, injuries associated with travel, and even death. I have personally researched the risks inherent to the Project, I am aware that there may be other risks not readily foreseeable at this time, and I knowingly and willingly assume any and all such risks of bodily injury, damage to personal property and death, now or hereafter known, that I may incur as a result of my participation in the Project, and in any independent research and/or other activities I undertake in relation thereto ("**Related Activities**"), whether caused by the negligence of SCAD, the Releases (defined below) or otherwise.
2. Liability Release. On behalf of myself and my family members, heirs, assigns and next of kin, I hereby and in advance waive any and all claims against, covenant not to sue, and release and forever discharge, SCAD and its directors, officers, trustees, employees, students, volunteers and representatives (collectively, the "**Releasees**") from and against any and all claims, demands, actions, causes of action, liabilities, costs and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or relating to any loss, damage or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, as a result of or in connection with my participation in the Project or any Related Activities, whether caused by the negligence of SCAD, the Releasees or otherwise (with the exception of acts of gross negligence or intentional, willful or wanton misconduct).
3. Authorization of Medical Treatment. I understand and agree that SCAD may not have medical personnel available at the location of the Project. I hereby grant permission to SCAD to authorize emergency medical treatment, if necessary, and that such action shall be subject to the terms of this agreement. I understand and agree that neither SCAD nor any of the Releasees assume responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.
4. Indemnification. If a third party makes a claim against SCAD or any of the Releasees on account of injury, death or property damage arising out of or attributable to my participation in the Project or Related Activity, I will defend, indemnify and hold harmless SCAD and the Releasees against any and all liabilities, claims, demands, judgments, settlements, penalties, fines, damages, expenses (including attorney fees) and other losses of any nature that SCAD and/or the Releasees may incur as the result of such claim.
5. Miscellaneous. This agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to its conflict of laws principles, and I consent to the exclusive jurisdiction of the federal and state courts located in Chatham County, Georgia. 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 agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions herein. This agreement is binding on and shall inure to the benefit of SCAD and its respective successors and assigns. Executed copies of this agreement transmitted electronically will be deemed originals for all purposes and will be binding upon me.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SCAD. I HAVE SIGNED THIS AGREEMENT FREELY, VOLUNTARILY AND UNDER NO DURESS OR THREAT THEREOF.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**If Student is under 18 years of age:**

I am the parent or legal guardian of the above-named student who is under 18 years of age, and I am fully competent and legally authorized to sign this agreement.

I have carefully read this agreement and, by signing below, hereby consent, personally and on behalf of my minor child/ward, to the terms and conditions set forth in this agreement. This consent is given freely and voluntarily, without coercion, duress, threat or promise of any kind. I understand that this agreement is a relinquishment not only of my rights, but also the rights of my minor child/ward.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian