

**COLLEGE OF CHARLESTON LIABILITY RELEASE,
EMERGENCY MEDICAL AUTHORIZATION, AND AGREEMENT
(Recreational Sports) - Group**

Term: _____

Please Read Carefully:

1. I, the undersigned individual, desire to participate in the College of Charleston (“College”) recreational sports program and associate activities (hereinafter “the Activity”) that requires some potential strenuous physical activity. These activities may take place at various locations that are not owned or controlled by the College. I may travel as part of my participation in the Activity. I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, in any travel associated with the Activity, and in any additional physical exertion, exercise, or other supplemental activities that I may undertake as part of my participation in the Activity. These dangers, hazards, and risks can result in injury and impairment to my body, general health, and well-being, and could include serious or even fatal injuries. I also understand that these dangers, hazards, and risks could include loss or damage to my personal property.
2. Knowing the dangers, hazards, and risks of such endeavors, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, spouse, heirs, and personal representative(s) (the “Releasors”), I agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation to and from the Activity, and in any independent research or other acts undertaken as supplemental to the Activity. On behalf of myself and the Releasors, I hereby release, waive, forever discharge, and covenant not to sue the State of South Carolina, the College of Charleston, or its trustees, officers, agents, employees, or any students acting as employees (“Releasees”), for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me or a Releasor, arising out of or related to the Activity, any act supplemental to the Activity, or for any occurrence while I am in transit to or from the premises where the Activity or act supplemental to the Activity is being conducted.
3. I further agree to indemnify, defend, and hold harmless the Releasees from and against any loss, liability, damage or cost, including but not limited to, court costs and attorneys’ fees that the Releasees may incur arising from my participation in the Activity.
4. It is my expressed intent that this **LIABILITY RELEASE, EMERGENCY MEDICAL AUTHORIZATION, AND AGREEMENT** (the “Agreement”) shall bind me, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed a legally binding release, waiver, discharge, and covenant not to sue the Releasees.
5. I understand, agree, and hereby grant Releasees permission to authorize emergency medical treatment for me, if necessary, during the conduct of the Activity and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.
6. **Risks Associated with the COVID-19 Pandemic** I understand that, because of the COVID-19 pandemic, local and national governments have or may enact certain restrictions, and that the trajectory of the virus as the local and state levels is unpredictable. I understand that all activities I undertake as a part of this Activity must comply with local government restrictions and College requirements. I agree to abide by all of these, even if they prevent me from participating in activities that may have been planned as a part of this Activity. In addition to the other risks described in this Agreement, I recognize that my participation in the Activity means I may be subjected to potential risks, illnesses, injuries and even death as result of contracting COVID-19. I UNDERSTAND THESE RISKS AND ASSUME THEM KNOWINGLY AND WILLINGLY. And I agree to take every precaution to safeguard my health throughout my participation in the Program

7. I further agree that this Agreement shall be construed in accordance with the laws of the State of South Carolina. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.
8. By signing below I also agree to comply with the College's Student Code of Conduct and all other College regulations regarding conduct and comportment during my participation in the Activity. I understand that the College has the right to enforce such standards of conduct and that I may be dismissed from the Activity at any time for failing to abide by such standards. In the event of such dismissal, I shall forfeit all my fees and other payments to the College that are associated with the Activity, and I shall be responsible for the payment of my transportation expenses to return to Charleston, South Carolina.
9. I confirm that I have no health-related reasons or problems which preclude or restrict my participation in the Activity, with an appropriate accommodation. I have HAD THE ABILITY TO CONFER WITH MY HEALTH CARE PROVIDER ABOUT ANY RESTRICTIONS, AND I HAVE adequate health insurance necessary to provide for and pay any medical costs that may arise as a result of an injury to me. I recognize that the College of Charleston ("College") is not obligated to provide for any of my medical or medication needs or insurance and that I assume all risk and responsibility for those needs. If I am a driver and will be driving a vehicle (other than a College vehicle) during the period first stated above, I certify that I will, during such period, personally carry automobile liability insurance that includes medical payments coverage.
10. By signing this Agreement, I represent and certify that I am over eighteen (18) years of age, and I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same. or if I am under the age of eighteen (18) years, I represent and certify that my parent and/or guardian has signed below giving permission for me to participate in the Activity and that they have full knowledge thereof and approve of my participation.

I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE, AUTHORIZATION, AND AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, WITH FULL KNOWLEDGE OF MY RIGHTS.

I have executed this Release on this ____ day of _____, _____.

Group Name: _____

Group Contact Name: _____

Group Contact Phone: _____

Group Contact Email: _____

We represent that we are all eighteen (18) years of age or older and fully agree to the terms as set forth herein.

Print Name	Sign Name
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This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and sign this release, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify, defend, and hold harmless the College, its employees, agents, and assigns, from any and all liabilities incident to my minor child's involvement or participation in these activities and programs as provided above.

_____ (Print Parent/Guardian Name) _____ (Parent/Guardian Signature)

_____ (Print Participant's Name)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and sign this release, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify, defend, and hold harmless the College, its employees, agents, and assigns, from any and all liabilities incident to my minor child's involvement or participation in these activities and programs as provided above.

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(Print Parent/Guardian Name)

(Parent/Guardian Signature)

(Print Participant's Name)