

2021 Spark: Weekend Academy Enrollment Agreement & Waivers

Release, Waiver of Liability, and Covenant Not to Sue

I fully and voluntarily consent to my child's participation in Spark: Weekend Academy. I hereby acknowledge my awareness that participation in Spark activities may expose my child(ren) to risk of property damage, bodily or personal injury, including death. Participation could include certain activities such as engaging in online or streaming services and programming. I understand that the risks that my child(ren) may encounter include, but are not limited to internet or phone disruption or distortion; technical failure; loss of data; unauthorized access of personal information; interruption of the session by unauthorized persons; and other associated risks of using the internet and third party websites and apps; cuts; burns; electric shock; abrasions; puncture wounds; injury from falls; bumps; bruises; broken bones; muscle strains and sprains; and exposure to contagious diseases including, but not limited to COVID-19 which may cause death, as well as other risks that may not be foreseeable. I knowingly and freely assume any and all such risks and voluntarily allow my child(ren) to participate in this activity.

I have reviewed the description of my child(ren)'s camp on the Spark website and understand the unique activities and risks that will take place, understanding that portions of the camp may be changed between now and camp completion.

We further agree that Spark reserves the right to make cancellations, changes, and substitutions in case of emergency or changed conditions, or if such are in the best interests of the group affected. Should Spark cancel a program without cause, program fees will be refunded fully. If cancellation is due to causes outside of the control of Spark, Spark will refund *only uncommitted and recoverable funds*. In addition, it is agreed that the cost of travel to and from the program is not included in any fees that may be refunded.

It is also agreed that should a student leave the program within three (3) weeks before program start or after it has begun there will be *no refund* of any fees.

In exchange for being allowed to participate in Spark, I hereby release and forever discharge and agree to indemnify the University of Georgia the Board of Regents of the University System of Georgia, its members individually and their officers, agents and employees from any and all claims, demands, rights, expenses, actions, and causes of action, of whatever kind, arising from or by reason of any personal injury, bodily injury, property damage, or the consequences thereof, whether foreseeable or not, resulting from or in any way connected with my participation in the Program. I further covenant and agree that for the consideration stated above, I will not take legal action against any of the following parties for any claims of negligence for damages arising out of my participation in this program: the University of Georgia, the Board of Regents of the University System of Georgia, its members individually, and their officers, agents, and employees.

I understand that the acceptance of this Release, Waiver of Liability, and Covenant not to sue shall not constitute a waiver, in whole or part, of sovereign immunity by said Board, its members, officers, agents, and employees.

I understand that as a state agency, the University of Georgia is exempt from licensing by the Georgia Department of Early Care and Learning for minors programs.

I certify that I understand and have read the above carefully before signing. I acknowledge and represent that I freely and voluntarily sign this Agreement, and that it is my express intent that this Agreement shall contractually bind my heirs, executors, administrators, and assigns, and my child's heirs, executors, administrators, and assigns, as well as myself and my child.

End of document.