

PARENTAL WAIVER and CONSENT

As parent/guardian of ______("Student Legal Name"), and as a condition of and as consideration for Student's participation with CGA, Inc., the parent/legal guardian of each student is required to sign on behalf of parent/guardian and Student this consent form ("Consent Form") in the space provided below indicating acknowledgment and agreement with the following:

1. WAIVER OF LIABILITY. Student and I hereby waive, release and discharge any and all claims for damages for death, personal injury or property damage which I or Student may have, or which may hereafter accrue to me, as a result of my child's participation in CGA's activities. This release is intended to discharge in advance CGA and all of its agents, representatives, officers, directors, volunteers, and assigns CGA representatives from any and all liability, losses, claims, costs, expenses and/or damages (collectively, "Liability") arising out of or connected in any way with my child's participation in the activities of CGA.

I further understand that CGA activities require physical exertion and such activities carry inherent risks, and that participants in such activities may sustain serious personal injuries and/or property damage as a consequence of such participation. Knowing the risks of CGA activities, I hereby agree to assume those risks and to release, indemnify, defend, and hold harmless all representatives of CGA who might otherwise be liable to Student or to me (or our heirs or assigns) for damages. I acknowledge that CGA highly recommends my child have a complete physical exam prior to participation.

I further agree to indemnify, defend, and hold harmless CGA and all CGA representatives in the event any other person or entity, other than the undersigned, brings an action for the death or personal injuries of Student as a result of Student's participation in CGA's activities.

IN NO EVENT SHALL CGA OR CGA REPRESENTATIVES BE LIABLE TO STUDENT OR ANY INDIVIDUAL OR ENTITY FOR ANY UNFORESEEABLE, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF REVENUES OR LOSS OF PROFITS.

2. STUDENT PROPERTY. Student is responsible for all of his/her property, and CGA accepts no responsibility for the loss, damage or theft of Student's property. Student will not bring pets of any kind or valuables to CGA activities. Nor will s/he be in possession of alcohol, other drugs or weapons.

3. CONTACT INFORMATION. I agree to advise appropriate CGA representatives where I can be contacted in the event of an emergency. As parent/guardian of Student, it is my responsibility to provide accurate contact information and an emergency contact(s) at all times.

4. INSURANCE/MEDICAL COVERAGE. It is my responsibility as the parent to maintain medical insurance coverage. As parents, our permission is granted for representatives of CGA to act on our behalf in any emergency including but not limited to x-rays, anesthesia, medical, dental, surgical diagnosis, blood transfusions, treatment and hospital care which is deemed advisable by and is rendered under the supervision of any licensed physician, dentist, surgeon, or other medical provider. CGA will not be financially responsible for any costs or expenses associated with any medical treatments.

5. CONSENT TO TRANSPORTATION. I authorize Student to participate in group transportation, including by bus, as arranged by CGA representatives when such transportation will facilitate Student's participation in CGA events.

6. RULES. I understand and agree that if Student fails to comply with CGA rules, I will be notified. Student may be suspended or expelled from any and all programs of CGA.

7. PUBLICITY. I understand that during the course of Student's participation in CGA activities, Student may have his/her quote, statement, attribution, picture, portrait, photograph, image, or likeness recorded ("Material"), and Student and I hereby grant to CGA and CGA representatives the world-wide, perpetual, and irrevocable right to use Material whether created by CGA representatives or media outlets, in any and all forms and in any and all media, now known or hereafter created, and in all manners, without any restriction as to changes or alterations (including, but not limited to, composite, altered, modified, or distorted representations or derivative works made in any medium) for marketing advertising, trade, promotion, exhibition, or any other reasonable purposes, and I waive any right to inspect or approve the Material or finished version(s) incorporating the Material, including any written copy that may be created and appear in connection therewith. I acknowledge that the Material may be published, distributed, disseminated, or displayed through electronic means, including, but not limited to, email and Internet websites; however, nothing in this Consent Form requires CGA to use or publish any Material.

Student and I hereby irrevocably and unconditionally assign all right, title, and interest in and to such Material, including, but not limited to, any intellectual property rights in the Material, to CGA. I hereby waive any moral rights I may have with respect to any Material, and any claims I may have based on any usage of the Material, including, but not limited to, claims for copyright infringement, right of publicity, public disclosure of private embarrassing facts, invasion of privacy, right of privacy, defamation, or libel. I agree to execute such further documents and instruments as CGA may request to effectuate the terms and intentions of this release, and in the event I fail or am unable to execute any such documents are not inconsistent with the terms and conditions of this release.

8. NO WAIVER. No provision of this Consent Form shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by a duly authorized representative of CGA. No consent by CGA to, or waiver of, a breach by Student, whether express or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

9. PERMISSION. I expressly permit Student to engage in all CGA activities, except as noted by me in writing.

10. SEVERABILITY. Should any portion of this Consent Form be deemed to be unenforceable or contrary to public policy, the remaining portions of this Consent Form shall survive and be enforceable.

11. COMPLIANCE WITH LAWS. Student agrees to comply with all applicable federal, state, county and local laws, ordinances, regulations and codes while participating in CGA activities.

12. JURISDICTION AND VENUE. This Consent Form shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Georgia.

13. ENTIRE AGREEMENT. This Consent Form contains the entire agreement of the parties and there are no oral or written representations, understandings or agreements between the parties respecting the subject matter hereof that are not fully expressed herein. This Consent Form may be modified only by a written amendment executed by the parties.

Parent/Guardian Signature:

Date:

Print Parent/Guardian Name:

Student Signature (if 18 or older):

bbm 07.18.2014

Date: