**Instructions for Sample Liability Waiver:**

The highlighted portions can be modified to meet your specific purposes. The remaining portions have been approved by General Counsel and should **not** be changed. NAME OF DEPARTMENT

NAME OF EXCURSION OR ACTIVITY

WAIVER OF LIABILITY AND RELEASE

**PLEASE READ THE FOLLOWING CAREFULLY. IF YOU HAVE ANY QUESTIONS, HAVE THEM ANSWERED BEFORE SIGNING THIS DOCUMENT.**

In consideration of being permitted to participate in NAME OF EXCURSION OR ACTIVITY located in LOCATION, organized by the NAME OF DEPARTMENT, which will include transportation to and from INSERT RELEVANT ARRANGEMENTS, and sightseeing opportunities in the facility.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in full recognition and appreciation of the dangers and risks inherent in such activities, do hereby waive, release and forever discharge the NAME OF DEPARTMENT, its members and the University of South Carolina Aiken, its affiliated entities, its officers, agents and employees, from and against any and all claims, demands, actions or causes of action, for costs, expenses or damages to personal property, or personal injury, or illnesses, paralysis, or death, which may result from my participation in the aforesaid activities.

I acknowledge that my participation in the above described activities is voluntary. I also understand and acknowledge that the aforesaid activities may be hazardous, that my participation is solely at my own risk, and that I voluntarily assume full responsibility for any resulting loss of property, illnesses, injuries, paralysis, or damages including death. Additionally, the University does not provide primary comprehensive and collision coverage for personal vehicles. Consequently, you may wish to consider securing adequate health, accident and automobile insurance to cover yourself while involved in this program.

I further declare **that I am physically fit and capable to participate in such activities**.

I recognize that this Waiver of Liability and Release means that I am giving up, among other things, right to sue the NAME OF DEPARTMENT, its members and the University of South Carolina Aiken, its affiliated entities, its officers, agents and employees for injuries, damages or losses I may incur as a result of my participation in the aforesaid activities. I also understand that this Waiver of Liability and Release binds my heirs, executors, personal relatives, attorneys-of-law, attorneys-in-fact, administrators and assigns, as well as myself. I further agree to indemnify and hold the NAME OF DEPARTMENT, its members and the University of South Carolina Aiken, its affiliated entities, its officers, agents and employees harmless from any loss, liability, damage or cost including court costs and attorney’s fees incurred as a result of my participation in these activities. The Waiver of Liability and Release shall be governed by and construed under the laws of the state of South Carolina.

**PHOTO RELEASE** − I Give USCA, its agents, employees, servants, assigns, and successors, without expectation of value, permission to:

1. Record my likeness and appearance on video tape, audio tape, film, photograph or any other medium; and

2. Use my name, likeness, voice, and biographical material in connection with these recordings; and

3. Exhibit, copy or distribute such recording in whole or in part without restrictions or limitation for any educational or promotional purpose or advertisement campaigns which the University of South Carolina, and those acting pursuant to its authority, deem appropriate.

I acknowledge and represent that I am at least eighteen years of age, that I have carefully read this document and that I sign freely and voluntarily.

I have read this entire Waiver of Liability and Release, I fully understand it and agree to be legally bound by it.

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Signature of Participant Date