



## Use of Private Cars in Lieu of University Provided Transportation for Off-campus University Activity

This comes to verify that I, \_\_\_\_\_, have made a willful and voluntary decision to drive my personal vehicle or to ride in a private vehicle in lieu of transportation provided by the University to participate in an officially sanctioned University activity off campus (hereinafter "Activity"). I shall comply with all motor vehicle laws and regulations of the state in which I am traveling, including laws and regulations covering car registration, driver's license, and state vehicle inspections. I verify that the number of persons in the vehicle must not exceed the number of operable seat belts. The driver and all passengers will use available passenger restraints at all times when the vehicle is in motion.

I hereby release, waive, discharge and covenant not to sue the **Board of Regents of the University System of Georgia** (hereafter **BOR**) and **Albany State University** (hereafter **ASU**), their officers, trustees, agents and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of **ASU** and/or **BOR**, or otherwise, while traveling to and participating in the Activity, or while in, on or upon the premises where the Activity is being conducted, while in transit to or from the premises, or in any place or places connected with the Activity.

I am fully aware of the risks involved and hazards connected with traveling by motorized vehicle and I am fully aware that there may be risks and hazards connected with travel by motorized vehicle that are unknown to me. I fully accept and assume full responsibility for both known and unknown risks associated with driving my own personal vehicle or voluntarily electing to travel in a personal vehicle not owned or operated by the University. In consideration for participating in the Activity, which may include guided and/or self-directed tours, the consumption of food, and other educational or recreational activities, I also freely, **voluntarily**, and knowingly assume all risks associated with said Activity and accept full responsibility for any loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation, whether caused by the negligence of **ASU** and /or **BOR** or otherwise. I further hereby agree to indemnify and save and hold harmless **ASU** and **BOR** and each of them, from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in the Activity, whether caused by the negligence of **ASU** and/or the **BOR**, or otherwise. I understand that the acceptance of this release and covenant not to sue shall not constitute a waiver, in whole or part, of sovereign or official immunity by **ASU** and/or **BOR**, or its members, trustees, officers, agents or employees.

It is my express intent that this release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue **ASU** and/or **BOR**, their officers, trustees, agents and employees. I hereby further agree that this release shall be construed in accordance with the laws of the State of Georgia.

In signing this release, I acknowledge and represent that I have read the foregoing waiver, release and covenant not to sue, that I understand it, and that I sign it **voluntarily** as my own free act and deed. I further acknowledge that no oral representation, statements or inducements, apart from the foregoing written agreement, have been made and that I am at least eighteen (18) years of age and fully competent. If less than eighteen (18) years of age, a parent or legal guardian has signed, fully accepting each and every term. I (or my parent) execute(s) this Release for full, adequate and complete consideration, fully intending to be bound by same.

So agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Participant--Please Print)

\_\_\_\_\_  
Signature of Participant (if 18 years or older)

\_\_\_\_\_  
(Name of Parent/Legal Guardian)

\_\_\_\_\_  
Signature of Parent/Legal Guardian (for participant under age 18)

Signature witnessed by:

\_\_\_\_\_  
Name of Witness (Please Print)

\_\_\_\_\_  
Signature of Witness

**THIS INFORMATION MUST BE COMPLETED BY THE DRIVER AND/OR OWNER OF THE AUTOMOBILE USED AS A PRIVATE VEHICLE FOR TRANSPORTATION PRIOR TO THE DAY OF TRAVEL.**

Name of driver: \_\_\_\_\_

Owner of vehicle: \_\_\_\_\_

Make of vehicle: \_\_\_\_\_ Model of Vehicle \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ License Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Number of Students to be transported in vehicle: \_\_\_\_\_ (there must be an operable seat belt for the driver and each passenger)

Insurance Carrier: \_\_\_\_\_ Policy Number \_\_\_\_\_

Policy Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Liability Coverage: \_\_\_\_/\_\_\_\_/\_\_\_\_