

Lawnmower Operations & Maintenance

Career Development Event – High School Division

GEORGIA FFA ASSOCIATION – CAREER DEVELOPMENT EVENT AUTHORIZATION, WAIVER & RELEASE OF LIABILITY TO BE SIGNED BY STUDENT AND GUARDIAN THIS DOCUMENT AFFECTS LEGAL RIGHTS – READ IT CAREFULLY

Student (Please Print Name)

Career Development Event (CDE) (Please Print)

For purposes hereof, "Student" and "CDE" shall have the meaning set forth above.

Please Check Section Applicable on Date of Signature

_____ STUDENT UNDER AGE 18: I represent and warrant that I am the parent or legal guardian of the Student, who is under the age of eighteen (18) (the "Minor") as of the date hereof, and I, for myself and on the Minor's behalf, knowingly agree to the terms set forth herein.

_____ STUDENT OVER AGE 18: I, the Student, represent and warrant I am over the age of eighteen (18) as of the date hereof, and I knowingly agree to the terms set forth herein.

1. <u>Permitted Activities</u>. I acknowledge that Georgia FFA Association (the "<u>FFA</u>") only permits Student's participation in this CDE in a manner consistent with the rules established by the FFA for the CDE. (collectively, the "<u>Permitted Activities</u>"). I acknowledge and hereby agree that Student has read the rules, or is otherwise familiar with the rules, established by the FFA for the CDE, has had an opportunity to request clarification from appropriate advisors or officials regarding any rules that are unclear to the Student, and has received sufficient training to participate in the CDE in manner consistent with the rules established by the FFA for the CDE. It is agreed and understood that Student's participation in the CDE is voluntary.

2. <u>WAIVER AND RELEASE</u>. I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, KNOWN OR UNKNOWN, AGAINST THE FFA, THE OWNER OF ANY REAL PROPERTY OR PERSONAL PROPERTY USED FOR PURPOSES OR IN FURTHERANCE OF THE CDE, ANY PERSON PRESENT AT THE CDE, INCLUDING WITHOUT LIMITATION ADVISORS, ORGANIZERS, JUDGES, COORDINATORS, SPECTATORS, VOLUNTEERS, DONORS, AND CO-PARTICIPANTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, EMPLOYERS, AGENTS, AFFILIATES, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "<u>RELEASEES</u>"), RELATED TO BODILY INJURY TO OR DISABILITY OR DEATH OF THE STUDENT OR DAMAGE TO ANY OF THE STUDENT'S PROPERTY ARISING OUT OF THE STUDENT'S PARTICIPATION IN OR PRESENCE AT THE CDE.

3. <u>ASSUMPTION OF RISKS.</u> I HEREBY KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ANY AND ALL RISKS, FORESEEABLE OR UNFORESEEABLE, KNOWN OR UNKNOWN, OF INJURY TO OR DISABILITY OR DEATH OF THE STUDENT OR DAMAGE TO ANY OF THE STUDENT'S PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OR WRONGFUL CONDUCT OF THE FFA, THE STUDENT'S ADVISOR OR OTHER MENTOR OR COACH RELATED TO THE STUDENT'S INVOLVEMENT IN THE CDE, THE ORGANIZERS, COORDINATORS, OR JUDGES OF THE CDE, CO-PARTICIPANTS, SPECTATORS, VOLUNTEERS, OR THIRD PARTIES ATTENDING THE CDE, THE OWNER OF ANY REAL OR PERSONAL PROPERTY USED FOR THE CDE, AND THEIR RESPECTIVE EMPLOYEES, EMPLOYERS, AFFILIATES, OR AGENTS. I ACCEPT PERSONAL RESPONSIBILITY FOR 'ANY LIABILITY, INJURY, LOSS, OR DAMAGE IN ANY WAY CONNECTED WITH THE STUDENT'S PARTICIPATION IN THE CDE. I acknowledge that the Permitted Activities involve the risk of serious bodily injury, death, and/or property damage due to the inherent risks of the Permitted Activities, which could include but are not limited to: (a) possible equipment malfunction or misuse; (b) hazards related to traversing and driving across mostly undeveloped land, including without limitation holes, uneven dirt, fence

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wire, and wild or poisonous animals or insects, (c) slipping or falling, including from elevated locations or while mounting or dismounting equipment; (d) colliding with motorized vehicles, persons, or stationary objects, (e) burns, cuts, and bruises, and (f) the Student's negligence or the negligence of other persons, including without limitation organizers, judges, and co-participants, related to the CDE. If the CDE involves interactions with animals, I understand the inherent risks of such animal activities also may include: (g) the propensity of animals to behave in ways that may result in injury, harm, or death; (h) the unpredictability of an animal's reaction to sounds, sudden movement, and unfamiliar objects, persons, or other animals; (i) collisions with other animals or objects; and (j) a Student's or third person's failure to maintain control over the animal.

4. <u>Consent to Medical Treatment</u>. I authorize FFA and the organizers of the CDE to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon FFA to provide such assistance, transportation, or services.

5. <u>Publicity Release</u>. I authorize FFA to use my name, photo, materials produced for the CDE or presentation in CDE for FFA materials including but not limited to, educational resources, press releases, web based publicity and other publicity materials.

6. <u>Severability</u>. Each term and provision of the instrument shall be valid and enforced separately to the fullest extent permitted by law. The unenforceability of any one term hereof shall not impact the enforceability of any other term.

7. <u>Applicable Law</u>. This instrument shall be governed, construed, and enforced in accordance with the law of the State of Georgia.

8. <u>Additional Terms</u>. This Authorization, Release, and Waiver shall be applicable for each occasion the Student participates in any CDE organized by the FFA and the terms hereof shall survive indefinitely; provided; however, FFA retains the right as a condition precedent to participating in any CDE to require Participant to deliver an additional Authorization, Waiver, and Release. A signed copy hereof received or maintained electronically shall have the same legal effect as an original.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS AUTHORIZATION, WAIVER, AND RELEASE OF LIABILITY. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS AUTHORIZATION, WAIVER, RELEASE OF LIABILITY VOLUNTARILY. I UNDERSTAND AND AGREE TO ALL OF THE TERMS OF THIS RELEASE.

Student's Signature:

Date:

IF THE STUDENT PARTICIPATING IN THE CDE IS NOT YET 18 YEARS OLD, BOTH PARENTS OR THE LEGAL GUARDIAN(S) MUST SIGN:

In exchange for my/our child or ward being allowed to participate in the CDE, and as the parent(s) or legal guardian(s) of the above-named Student, I/we verify that I/we fully understand, agree to, and accept all provisions of this Authorization, Waiver, Release of Liability. I represent I have full authority to sign this Authorization, Waiver, Release of Liability on behalf of the Student. I knowingly and willingly grant the Minor (if applicable) permission to engage in the Permitted Activities.

Guardian:		
Printed Name	Signature	Date
Guardian:		
Printed Name	Signature	Date
Insurance Company:	Policy Number:	
Guardian Contact Number:	Minor's Date of Birth:	
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