

EMORY UNIVERSITY
Release, Assumption of Risk and Covenant Not to Sue

I _____, as parent or legal guardian of _____, a minor (hereinafter "Child"), hereby attest as follows:

1. I have requested housing in Emory University's Clairmont apartments (the "Apartments") for my Child from _____ - _____, 20____.
2. I understand that the Apartments contain accommodations for up to four people. Apartments contain up to four individual bedrooms and two bathrooms, with a maximum of two residents sharing a bathroom. A kitchen, living room, and laundry closet will be shared by all residents. I understand that my Child will share an apartment with other participants of his/her program and that his/her apartment mates may not be minors. The Apartments are not traditional college dormitories, are not typically used as residences for minor children and will not be staffed with resident assistants.
3. I acknowledge that my Child is capable of living in the Apartments on his own with no supervision. I understand that Releasees (as defined below) do not guarantee the suitability of the Apartments for my Child.
4. I understand that my Child is responsible for providing accurate contact information during his/her stay, and that the Office of University Conferences may contact my Child for purposes of regular business, including but not limited to social program information, maintenance request verification, and package notification, with the expectation that my Child will respond to requests from the office within a reasonable time.
5. I understand that my Child and I will be held responsible for maintaining the condition of the apartment and any items given to him/her by the Office of University Conferences staff, and any charges for damaging the apartment, or losing or not returning items by the conclusion of his/her stay may be billed directly to me.
6. For the sole consideration of Emory allowing my Child to stay in the Apartments, I hereby agree to release, relieve, covenant not to sue, and forever discharge, defend, indemnify and hold harmless, and on behalf of myself and my heirs, representatives, executors, administrators and assigns, do hereby release, relieve, covenant not to sue and forever discharge, defend, indemnify and hold harmless Emory University and its trustees, officers, agents, employees, students and volunteers (the "Releasees") of any and for all claims, demands, rights and causes of action of whatever kind or nature, including but not limited to negligence (but not gross negligence or willful misconduct), unforeseen bodily and personal injuries and illnesses, and the consequences thereof.
7. I expressly agree that this Release, Assumption of Risk and Covenant Not to Sue shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to conflict of law principles. I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT, IN THE EVENT THAT ANY CLAUSE OR PROVISION OF THIS STATEMENT AND ASSUMPTION OF RISK AND RELEASE IS HELD TO BE INVALID BY ANY COURT OF COMPETENT JURISDICTION, THE INVALIDITY OF SUCH CLAUSE OR PROVISION SHALL NOT OTHERWISE AFFECT THE REMAINING PROVISIONS OF THIS DOCUMENT.
8. BY SIGNING BELOW, I, ON MY OWN BEHALF AND ON BEHALF OF MY CHILD, HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD THE ABOVE BEFORE SIGNING AND AGREE TO COMPLY WITH THE ABOVE PROVISIONS, AND ENSURE THAT MY CHILD COMPLIES WITH THE PROVISIONS.

Signature of Parent or Legal Guardian: _____ Date: _____

Printed Name of Parent or Legal Guardian: _____

Name of Child: _____

Relationship to Child: _____

Signature of Child: _____ Date: _____