

Guidelines Regarding Treatment, Care, and Facility Access to Non-Team Member Athletes Training at the University of Georgia Athletic Association

These guidelines establish the expectations for non-team member athletes utilizing University of Georgia Athletic Association's (UGAAA) facilities, equipment, sports performance staff, and team physicians. Please note that these guidelines are not applicable to injuries or illnesses covered by the UGAAA Medical Coverage Policy for Athletically Related Injuries. Full coverage of care will be provided in said cases per policy guidelines.

Definitions and Terms

1. A "Post-Eligible Student-Athlete" is an athlete that:
 - a. Represented the University of Georgia as a team member, and
 - b. Is no longer a competitive member of the team due to lack of NCAA eligibility, and
 - c. Is within their five-year period of eligibility, and
 - d. Is currently enrolled in classes at the University of Georgia, and
 - e. Is in good standing with the NCAA, SEC, and UGAAA.

2. A "Former Student-Athlete" is an athlete that:
 - a. Is a former student-athlete that represented the University of Georgia as a team member, and
 - b. Is no longer a competitive member of the team due to graduation or lack of NCAA eligibility, and
 - c. Is not currently enrolled in classes at the University of Georgia or is not within their five-year period of eligibility, and
 - d. Is not currently a UGAAA institutional staff member (*e.g.*, full-time, part-time, volunteer coach, undergraduate assistant, graduate assistant, etc...), and
 - e. Left the team in good standing with the NCAA, SEC, and UGAAA.

3. An "Unaffiliated Athlete" is an athlete that did not represent the University of Georgia as a competitive team member.

4. An athlete "in good standing" is one that:
 - a. Has complied with their obligations as a University of Georgia team member, and
 - b. Is not subject to any form of sanction, suspension, or disciplinary action, and
 - c. Obtains approval of coaching staff and sport facilitators to continue training with UGAAA.

5. The "Supervising Physician" is the University of Georgia Head Team Physician, or his or her designee.

6. Georgia Athletic Training Practice Act: Official Code of Georgia §§ 43-5-1 through 43-5-15. O.C.G.A. § 43-5-1 defines 'Athletic trainer' as a person with specific qualifications set forth in Code Sections 43-5-7 and 43-5-8 who, "*upon the advice and consent of a physician, carries out the practice of prevention, recognition, evaluation, management, disposition, treatment, or rehabilitation of athletic injuries; and, in carrying out these functions, the athletic trainer is authorized to use physical modalities.*"

7. UGAAA Medical Coverage Policy for Athletically Related Injuries:
The University of Georgia Athletic Association's Coverage Policy may be found at the following link:
<https://compliance.sports.uga.edu/wp-content/uploads/2014/06/Sports-Medicine-Insurance-Policies.pdf>

Post-Eligible Student-Athlete

- 1) Access to Physicians:
 - a) As a student at the University, access to team physicians remains in place through the University Health Center. Team physicians may also see Post-Eligible Athletes in the athletic training room at the discretion of the team physician and the athletic trainer. In turn, the team physicians may provide medical direction for the athletic training staff for Post-Eligible Student-Athletes on a case-by-case basis.
 - b) Acute injuries or illnesses will be handled on a case-by-case basis at the discretion of the team physician and the athletic trainer.

- c) All financial responsibility for physician services rendered is the responsibility of the Post-Eligible Student-Athlete unless coverage is expressed in advance by the athletic training staff.
 - d) Post-Eligible Student-Athletes are encouraged to identify specialty health care providers as needed at their own cost, e.g., orthopedics, physical therapy, manual therapy.
 - e) Post-Eligible Student-Athletes are encouraged to obtain personal health insurance.
- 2) Access to Athletic Training Room:
- a) Post-Eligible Student-Athletes are allowed access to the facility for passive forms of self-treatment including, but not limited to, stretch, foam roll, moist heat pack, ice bag, cold tub, recovery system, muscle stimulation (ex: compex).
 - b) Post-Eligible Student-Athletes are not allowed active forms of clinician-treatment including, but not limited to, electrical stimulation (ex: dynatron), ultrasound, deep oscillation therapy, massage, instrument-assisted soft tissue mobilization, active release technique, dry needling; unless under the medical direction of team physicians and deemed necessary by the athletic training staff.
 - c) Availability:
 - i) Post-Eligible Student-Athletes may use the athletic training rooms during designated business hours.
 - ii) A Post-Eligible Student-Athlete's use must not interfere with the needs of any UGA competitive team.
 - iii) A Post-Eligible Student-Athlete's use is at the discretion of the athletic training staff.
- 3) Access to Sports Nutrition Spaces:
- a) A Post-Eligible Student-Athlete may receive nutritional counseling at the sport dietitian's discretion.
 - b) A Post-Eligible Student-Athlete may utilize weight room fueling station only when working with Strength and Conditioning staff.
 - c) A Post-Eligible Student-Athlete may receive nutritional supplements and/or snacks one time per day from the nutrition office.
- 4) Access to Weight Room:
- a) A Post-Eligible Student-Athlete may access the facility at the discretion of the Strength & Conditioning staff.
 - b) Availability:
 - i) During designated business hours.
 - ii) A Post-Eligible Student-Athlete's use must not interfere with the needs of any UGA competitive team.
 - iii) A Post-Eligible Student-Athlete's use is at the discretion of the Strength & Conditioning staff.
 - c) A Post-Eligible Student-Athlete must follow UGA Weight Room Rules and Procedures including, but not limited to, proper set up and clean up and mindful usage of all training equipment.
 - d) A Post-Eligible Student-Athlete must wear staff approved gear.

Former Student-Athlete

- 1) Access to Physicians:
- a) If the Former Student-Athlete is no longer a student of the University, access to team physicians is no longer available through the University Health Center. Team physicians may see Former Student-Athletes in the athletic training room at the discretion of the team physician and the athletic trainer. In turn, the team physicians may provide medical direction for the athletic training staff for the Former Student-Athletes on a case-by-case basis.
 - b) All financial responsibility for physician and medical services is the responsibility of the Former Student-Athlete.
 - c) Former Student-Athletes are encouraged to have a local Primary Care Physician.
 - d) Former Student-Athletes are encouraged to identify specialty health care providers as needed at their own cost, e.g., orthopedics, physical therapy, manual therapy.
 - e) Former Student-Athletes are encouraged to obtain personal health insurance.
 - f) Notice must be provided to the UGA Compliance Office and Business Office prior to access via the [Non-Team Member Athletic Facility Usage Agreement](https://compliance.sports.uga.edu/forms) (https://compliance.sports.uga.edu/forms).
- 2) Access to Athletic Training Room:
- a) A Former Student-Athlete may access the facility for passive forms of self-treatment including, but not limited to, stretch, foam roll, moist heat pack, ice bag, cold tub, recovery system, muscle stimulation (ex: compex).

- b) A Former Student-Athlete is not allowed active forms of clinician-treatment including, but not limited to, electrical stimulation (ex: dynatron), ultrasound, deep oscillation therapy, massage, instrument-assisted soft tissue mobilization, active release technique, dry needling; unless under the medical direction of team physicians and deemed necessary by the athletic training staff.
 - c) Availability:
 - i) A Former Student-Athlete may use the Training Room during designated business hours.
 - ii) A Former Student-Athlete's use must not interfere with the needs of any UGA competitive team.
 - iii) A Former Student-Athlete's use is at the discretion of the athletic training staff.
 - d) Notice must be provided to the UGA Compliance Office and Business Office prior to access via [the Non-Team Member Athletic Facility Usage Agreement](https://compliance.sports.uga.edu/forms) (https://compliance.sports.uga.edu/forms).
- 3) Access to Sports Nutrition Spaces:
- a) A Former Student-Athlete may not receive nutritional counseling at the sport dietitian's discretion.
 - b) A Former Student-Athlete may utilize weight room fueling stations only when working with Strength and Conditioning staff.
 - c) A Former Student-Athlete may not receive nutritional supplements and/or snacks from the nutrition office.
- 4) Access to Weight Room:
- a) A Former Student-Athlete may access the facility at the discretion of the Strength & Conditioning staff only after approval by the UGA Compliance Office and Business Office via the [Non-Team Member Athletic Facility Usage Agreement](https://compliance.sports.uga.edu/forms) (https://compliance.sports.uga.edu/forms).
 - b) Availability:
 - i) During designated business hours only.
 - ii) A Former Student-Athlete's use must not interfere with the needs of any UGA competitive team.
 - iii) A Former Student-Athlete's use is at the discretion of the Strength & Conditioning staff.
 - c) A Former Student-Athlete must follow UGA Weight Room Rules and Procedures including, but not limited to, proper set up and clean up, and mindful usage of all training equipment.
 - d) A Former Student-Athlete must wear staff approved gear.

Unaffiliated Athlete

- 1) Access to Athletic Training Room:
- a) An Unaffiliated Athlete may not utilize the facility or staff services.
 - b) If UGAAA athletic trainers are onsite, they may act as first responders and provide emergency care.
- 2) Access to Sports Nutrition Spaces:
- a) An Unaffiliated Athlete may not utilize the product at the weight room fueling station or in the nutrition office.
 - b) An Unaffiliated Athlete may not utilize staff services.
- 3) Access to Weight Room:
- a) An Unaffiliated Athlete may access the facility at the discretion of the Strength & Conditioning staff only after approval by the UGA Compliance Office and Business Office via the [Non-Team Member Athletic Facility Usage Agreement](https://compliance.sports.uga.edu/forms) (https://compliance.sports.uga.edu/forms)..
 - b) Availability:
 - i) During designated business hours only.
 - ii) An Unaffiliated Athlete's use must not interfere with the needs of any UGA competitive team.
 - iii) An Unaffiliated Athlete's use is at the discretion of the Strength & Conditioning staff.
 - c) An Unaffiliated Athlete must follow UGA Weight Room Rules and Procedures including, but not limited to, proper set up and clean up, and mindful usage of all training equipment.
 - d) An Unaffiliated Athlete must wear staff approved gear.

University of Georgia Athletic Association
Acknowledgement, Release, Waiver of Liability, and Covenant Not to Sue

In consideration for my use of the University of Georgia athletic facilities and equipment including, but not limited to, strength and conditioning facilities and equipment, athletic training facilities and equipment, athletic fields, athletic courts, running track, and swimming and hydrotherapy pools, I hereby agree to release, waive, discharge, and covenant not to sue the University of Georgia, the Board of Regents of the University System of Georgia, the University of Georgia Athletic Association, Inc., their members individually, and their officers, agents, and employees from any and all claims, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury or property damage, or the consequences thereof, including death, resulting from or in any way connected with my voluntary choice to use the athletic facilities and equipment.

I understand that use of the athletic facilities and equipment may expose me to the risk of property damage and bodily or personal injury including, but not limited to, broken bones, sprains, strains, concussions, and possibly death, as well as other risks that may not be foreseeable. To the best of my knowledge, I am in good physical condition and am not aware of any physical infirmity which would place me at risk in using these facilities and equipment or in receiving treatment. I acknowledge and assume any and all such risks to my personal health should I use the athletic facilities and their equipment with or without supervision at any time.

I agree to at all times follow all rules and regulations of the facilities as well as the directions of the University of Georgia athletic staff and strength and conditioning staff including, but not limited to, the Policy Regarding Treatment, Care, and Facility Access to Non-Team Member Athletes. I agree to leave the facilities if asked to do so by a member of the staff. I understand that failure to adhere to the policies of the University of Georgia, the University of Georgia Athletic Association, Inc., and the Board of Regents of the University System of Georgia may result in my barment from the facilities.

I acknowledge that accident/medical insurance is **not** provided to me by the Board of Regents of the University System of Georgia, the University of Georgia, or the University of Georgia Athletic Association, Inc. If injured while at University of Georgia athletic facilities, I understand that I am responsible for my own medical expenses and/or insurance coverage.

I further covenant and agree that for the consideration stated above I will not sue the University of Georgia, the Board of Regents of the University System of Georgia, the University of Georgia Athletic Association, Inc., its members individually, its officers, agents, or employees for any claim for damages arising out of my voluntary choice to use the athletic facilities or equipment. It is my express intent that this Acknowledgement, Release, Waiver of Liability, and Covenant Not to Sue shall bind the members of my family and spouse along with any heirs, assigns, and personal representatives. I further agree that this Acknowledgement, Release, Waiver of Liability, and Covenant Not to Sue shall be construed in accordance with the laws of the State of Georgia.

I understand that the acceptance of this Acknowledgement, Release, Waiver of Liability, and Covenant Not to Sue by the University of Georgia and the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity by the University, the Board, or their respective members, officers, agents, and employees.

I have read and fully understand the contents of the Policy Regarding Treatment, Care, and Facility Access to Non-Team Member Athletes and of this Acknowledgement, Release, Waiver of Liability, and Covenant Not to Sue and execute it as my own voluntary act indicating my agreement with all of its terms. In signing this Acknowledgement, Release, Waiver of Liability, and Covenant Not to Sue, I acknowledge and represent that I have read and understand it and sign it voluntarily; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

Signature: _____ Date: _____ (Participant)

Name (Printed): _____ (Participant)