

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, have decided to participate in the Middle Tennessee State University (“MTSU”) \_\_\_\_\_ (“Activity”).

Acknowledgement of Risk: I understand that the Activity involves certain risks, hazards and conditions that may be dangerous to life, limb and property and that can arise in an incalculable variety of unforeseen or foreseeable ways, which may include: bodily injury, loss of limb, death or property damage. These risks specifically include, but are not limited to, the following:

\_\_\_\_\_

I am participating in the Activity with knowledge of the dangers involved. I have reached the age of majority, and I am competent to make this decision for myself.

Medical Release: I am not suffering from any medical condition, impairment, or disease that would prevent my safe participation in the Activity. I have disclosed any and all of my medical conditions to the administrators of the Activity. I will use care for my own safety and well-being. I have not been advised by a physician or any other health care provider to limit my participation in activities such as the Activity. I assume responsibility for my participation in the Activity and injury while participating in the Activity.

I understand that MTSU may not have medical personnel available at the location of the Activity. I therefore grant MTSU permission to authorize emergency medical treatment, if deemed necessary by MTSU. I agree that MTSU assumes no responsibility or liability for any injury or damage that might arise out of or in connection with such authorized medical treatment. I further state that I have adequate health insurance necessary to provide for and pay for any medical costs that I may incur during or arising from my participation in this activity. I accept full responsibility for any expenses incurred, to the extent such expenses are not covered by the following:

Health Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Allergies or physical conditions: \_\_\_\_\_

\_\_\_\_\_

Release of Liability and Hold Harmless: In consideration for the right to participate in the Activity, I agree to assume the risks involved and I acknowledge that such risks may include, but not be limited to, bodily injury and/or death and/or property damage, and hereby collectively and individually release and agree to indemnify and hold harmless MTSU, its Board of Regents, officers, employees, agents, representatives, volunteers and assigns (“Releasees”) to the fullest

extent allowed by law from all rights, claims, demands and damages of any kind, known or unknown, existing or arising in the future resulting from or related to my participation in the Activity. This release will also prevent my family from suing Releasees and binds my spouse, if I have one, my estate, siblings, parents, heirs, personal representatives and assigns.

If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect.

I have read and understand this Release and Hold Harmless Agreement in its entirety and voluntarily sign same, without reliance on any representations, statements or inducements, express or implied, made by any party whatsoever.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_

\_\_\_\_\_  
M Number (if applicable)

\_\_\_\_\_  
Address