## RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_\_, am enrolled as a student in \_\_\_\_\_\_ at Middle Tennessee State University ("MTSU"). I have been advised by my healthcare professional that certain health risks, which are described in more detail below, accompany my participation in the Course. Having been fully informed of these risks, I still desire to participate in the Course subject to the following terms and conditions.

<u>Acknowledgement of Risk:</u> I understand that the Course 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, illness, loss of limb, death or property damage. These risks specifically include, but are not limited to, the following:

I am participating in the Course with knowledge of the dangers involved. I will use care for my own safety and well-being. I assume responsibility for my participation in the Course and injury or illness while participating in the Course. I have reached the age of majority, and I am competent to make this decision for myself.

I understand that MTSU will not have medical personnel available at the location of the Course. 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, illness, or damage that might arise out of or in connection with such authorized medical treatment. I accept full responsibility for any expenses incurred, to the extent such expenses are not covered by my health insurance.

<u>Release of Liability and Hold Harmless</u>: In consideration for my participation in the Course, I collectively and individually release and agree to indemnify and hold harmless MTSU, its Board of Trustees, 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 Course. 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. I understand that I have had the opportunity to ask questions or object to any of the terms of this transaction by contacting MTSU. By entering this

agreement, I acknowledge that I fully understand and do not object to any of the terms of this transaction.

Signature

Date

Print Name

Date of Birth

M Number (if applicable)

Address

Emergency Contact