

**LIABILITY RELEASE, WAIVER, DISCHARGE
AND COVENANT NOT TO SUE**

Release executed by _____,

Whose address is _____, to

Middle Tennessee State University.

1.0 I desire to participate in the "Cheer for Humanity Cheerleading and Dance Competition" sponsored by Middle Tennessee State University to be conducted January 23, 2010. I fully understand and appreciate the dangers, hazards, and risks inherent in the activity, in the transportation to and from the activity, and in any independent research or activities I undertake as an adjunct to the activity, which dangers include but are not limited to personal injury or death as a result or accident, act of God, or physical exertion or damage to personal property.

2.0 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the activity, on behalf of myself, my family, heirs, and personal representatives(s), I, the undersigned, agree to assume all the risks and responsibilities surrounding my participation in the activity, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance release, waive, forever discharge, and covenant not to sue Middle Tennessee State University, its governing board, officers, agents, employees, and any students acting as employees (hereafter called the 'Release's'), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Release's, or otherwise, while in, on, upon, or in transit to or from the premises where the activity, or any adjunct to the activity, occurs or is being conducted.

3.0 I understand and agree that Release's are granted permission to authorize emergency medical treatment, if necessary. I understand and agree that Release's assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

4.0 It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a 'Release, Waiver, Discharge and Covenant' not to sue the above-named Release's. I further agree to save and hold harmless, indemnify, and defend Release's from any claim by me or my family, arising out of my participation in the "Cheer for Humanity Cheerleading and Dance Competition " activity sponsored by Middle Tennessee State University to be conducted January 23, 2010.

5.0 In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral

representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that Middle Tennessee State University does not require me to participate in the " Cheer for Humanity Cheerleading and Dance Competition " activity, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

6.0 I further agree that this Release shall be construed in accordance with the laws of the State of Tennessee. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

Insurance

Information: Name of Insurance Company:

Policy Number:

I certify that the above listed insurance company covers me by signing below.

Participant's signature

Parent's signature (if participant is under 18)

IN WITNESS WHEREOF, I have executed this release this _____

Day of _____, 20__.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

Student/Participant Signature

Printed Name

Signature of Parent/Guardian (if applicable)

Printed Name

Witness Signature

Printed Name

IF THE PARTICIPANT IS NOT 18 YEARS OF AGE OR OLDER, THIS DOCUMENT MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN.

****Please send completed application and consent form to:***

**MTSU Spirit Program
Middle Tennessee State University
P.O. Box 17
Murfreesboro, TN 37132**