

AGREEMENT REGARDING PARTICIPATION IN EVENT

I, _____ (Participant), have decided to participate and, if Participant is under the age of 18, I/we _____ (Parent) give permission for Participant to participate in _____ (“Activity”) at Middle Tennessee State University (“MTSU”). Participant’s decision to participate and, if applicable, Parent’s agreement to allow Participant to participate in the Activity, is entirely voluntary. Parent is the duly authorized guardian or parent of Participant and has full and exclusive authority to make the agreements contained herein.

Acknowledgement of Risk: Participant and, if applicable, Parent (collectively “we”) understand that the Activity involves certain risks, hazards and conditions that may be dangerous to life, limb and property that can arise in an incalculable variety of unforeseen or foreseeable ways, which may include, but not be limited to: exposure to bodily fluids of other participants, bodily injury, loss of limb, death or property damage. Participant is participating and, if applicable, Parent is voluntarily giving permission for Participant to participate in the Activity with knowledge of the potential dangers involved.

Release of Liability and Hold Harmless: In consideration for the right to participate in the Activity, we acknowledge risks as indicated above and agree to assume these risks. We hereby collectively and individually release and agree to indemnify and hold harmless MTSU, its Board of Trustees, and the Activity Sponsor, and their respective 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 Participant’s participation in the Activity. This release will also prevent Participant’s and Parent’s family from suing Releasees and binds Participant’s and Parent’s estate, siblings, parents, heirs, personal representatives and assigns.

Medical Release: Participant is not suffering from any medical condition, impairment, or disease that would prevent his/her safe participation in the Activity. We have disclosed below any and all of Participant’s medical conditions, including allergies, that could impact Participant’s participation in the program: _____

We acknowledge that Participant is physically fit and mentally capable of participating in the Activity. Participant will use care for his/her own safety and well-being. Participant has not been advised by a physician or other health care provider to limit participation in activities such as the Activity. Participant and Parent assume responsibility for Participant’s participation in the Activity and injury while participating in the Activity.

We understand that MTSU and the Activity Sponsor may not have medical personnel available at the location of the Activity and do not provide medical insurance to cover medical care of the Participant. We therefore grant MTSU and the Activity Sponsor permission to authorize emergency medical treatment, if deemed necessary by MTSU. We agree that MTSU and the Activity Sponsor assume no responsibility or liability for any injury or damage that might arise out of or in connection with such authorized medical treatment. We accept full responsibility for any expenses incurred, to the extent such expenses are not covered by Participant’s health insurance.

Image Consent: In consideration for the right to participate in the Activity, Participant and Parent, if applicable, willingly grant and irrevocably consent to and authorize Releasees the right and permission to photograph, film, video-tape, record, publish, re-publish, broadcast, re-broadcast, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display or otherwise use or reuse Participant’s name, image/likeness or voice in media or technology now known or hereafter developed in connection with any product or service in any campaign or promotion in all markets as long as there is no intent to use the image, voice and/or likeness in a disparaging manner. We understand

that we will receive no compensation for this agreement. We hereby assign any copyright or other proprietary interest that we might assert in Participant's participation in the Activity to Releasees. Releasees may exercise any of these rights itself or through any successors, transferees, licensees, distributors or other parties, commercial or non-profit. We understand that the personal information provided below may be used only in connection with this program, and may not be used for any commercial or other purpose.

Permission to Reside in Housing: If applicable, Participant may reside in MTSU Housing facilities while participating in this Activity.

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.

Participant and Parent, if applicable, have read and understand this Agreement in its entirety and voluntarily enter into same, without reliance on any representations, statements or inducements, express or implied, made by any party whatsoever. We understand that we have had the opportunity to ask questions or object to any of the terms of this transaction by contacting MTSU. By entering this Agreement, we acknowledge that we fully understand and do not object to any of its terms.

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| Emergency Contact | Name | | |
| | Phone | | |
| | Address | | |
| | | | |
| Participant | Signature | | Date |
| | Print Name | Gender | High School Graduation Year |
| | Cell Phone | | Home Phone |
| | Email | | Date of Birth |
| | Address | | |
| | | | |
| Parent (if applicable) | Signature | | Date |
| | Print Name | | Date of Birth |
| | Address | | |
| | Phone | | |