

MTSU INTRAMURAL SPORTS

**Middle Tennessee State University – Campus Recreation – Intramural Sports
TIRSA Shootout Regional Tournament
Waiver of Liability and Hold Harmless Agreement**

In consideration for receiving permission to utilize the Middle Tennessee State University (MTSU) Intramurals Sports facilities, I hereby **RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE** Middle Tennessee State University, the Board of Regents of the State of Tennessee, their officers, or employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in intramural sports, or while traveling to or from, in, on or upon the premises where the activity is being conducted.

I have the prerequisite health, fitness level, skills, qualifications, preparations and training to participate in the activity in a safe and competent manner. I fully understand that this activity is physically demanding and that it involves substantial risk of bodily injury and personal property damage. I agree to participate and abide by the rules and regulations of MTSU, Campus Recreation, and the intramural sports department as posted at the activity site. Any questions that I have concerning my participation in this activity have been fully answered.

I AM PARTICIPATING IN THIS ACTIVITY VOLUNTARILY AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs, including court costs and attorneys' fees, that may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise. It is my expressed intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named **RELEASEES**.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed. I execute the Release for full, adequate and complete consideration fully intending to be bound by same. I also understand that Tennessee law will regulate the Agreement.

THE FOLLOWING INFORMATION MUST BE LEGIBLE

NAME OF PARTICIPANT _____
(Please print clearly)

SIGNATURE OF PARTICIPANT _____
DATE _____

EMERGENCY CONTACT PERSON _____
(NAME) (PHONE NUMBER)