

Campus Recreation  
MTSU P.O. Box 556  
Murfreesboro, Tennessee 37132  
(615) 898-2104



### HOLD HARMLESS AGREEMENT

**I PROMISE NOT TO SUE MIDDLE TENNESSEE STATE UNIVERSITY FOR ANY INJURIES OCCURRING WHILE I AM PARTICIPATING IN THIS ACTIVITY:**

(1) In consideration for receiving permission to participate in \_\_\_\_\_ (Hereinafter referred to as "activity"). I release and covenant not to sue Middle Tennessee State University, the State of Tennessee, and all employees and agents of these parties (hereinafter referred to as ("releases") from all claims related to any loss that may be sustained by me, including loss of life, or to any property belonging to me, whether caused by the negligence of the releases or otherwise, while participating in this activity, or while on the premises where this activity is being conducted.

**(2) I AM AWARE OF THE RISKS OF CHOOSING TO PARTICIPATE IN THIS ACTIVITY, I ACCEPT RESPONSIBILITY FOR THESE RISKS:**

The activity has been explained to me, including the risks involved in participating in this activity, and I understand these risks. These risks include injury, illness, and death. I voluntarily choose to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death that may be sustained by me as a result of participating in this activity, whether caused by the negligence of the releases or otherwise.

**(3) I WILL REIMBURSE MIDDLE TENNESSEE STATE UNIVERSITY FOR ANY COSTS THEY INCUR BECAUSE OF MY PARTICIPATION IN THIS ACTIVITY:**

I agree to indemnify the releases for any loss or costs, including medical bills, court costs and attorney's fees, that they may incur due to my participation in this activity, whether this loss is a result of the negligence of releases or otherwise.

**(4) THIS AGREEMENT WILL ALSO PREVENT MY FAMILY FROM SUING MIDDLE TENNESSEE STATE UNIVERSITY:**

It is my intent that this 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. This agreement shall be deemed as a release and consent not to sue regarding any claims these parties may have against releases to my participation in this activity, whether these claims arise out of the negligence of the releases or otherwise.

**(5) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE.**

In signing this Agreement, I acknowledge that I have read it and understand it, and that I sign it voluntarily.

### MODEL RELEASE FOR USE OF IMAGE

The undersigned irrevocably consents to and authorizes the use by MTSU Campus Recreation of the undersigned's image, voice, and/or likeness to video, photograph, publish, republish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display, or otherwise use or reuse the undersigned's image in connection with any promotional services in all markets, media or technology now known or hereafter developed in the University's produce or services as long as there is no intent to use it in a disparaging or commercial manner. I understand that all such recordings, in whatever medium, shall remain the property of the University. I hereby assign any copyright or proprietary interest which I might assert to the University. The University may exercise any of these rights itself or through any successors, transferees, licensees, distributors or other parties, commercial or non-profit. I hereby release the University from liability for any violation of any personal or proprietary right I may have in connection with such use. The undersigned acknowledges receipt of good and valuable consideration in exchange for this release, which is simply the opportunity to represent the university in its promotional and advertising materials as described above.

Today's Date: \_\_\_\_\_

Participant's Date of Birth \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant  
(Parent or legal guardian if participant is under 18)

\_\_\_\_\_  
Print Name of Participant

\_\_\_ I do not agree to the Model Release for Use of Image.