

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, (_____), have decided to participate and, if participant is under the Age of 18, I/we (_____) give permission for Participant to participate in the Rape Aggression Defense, Self Defense Program (“Activity”) at Middle Tennessee State (“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 and that can arise in an incalculable variety of unforeseen or foreseeable ways, which may include: 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 dangers involved.

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 to the administrators of the Activity 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 or her own safety and well-being. Participant has not been advised by a physician or any other health care provider to limit his or her 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.

To the extent required, Participant will carry personal “epi” pens and inhalers with him/her at all times. Participant will discuss any other required medications with the director of the program or activity who will confer with MTSU Student Health Services and/or the Disability Access Center as needed.

We understand that MTSU and the event organizers 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 event organizers permission to authorize emergency medical treatment, if deemed necessary by MTSU. We agree that MTSU and the event organizers 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.

Release of Liability and Hold Harmless: In consideration for the right to participate in the Activity, Participant and Parent, if applicable, agree to assume the risks involved and acknowledge that such risks may include, but not be limited to, bodily injury and/or death and/or property damage, and hereby collectively and individually release and agree to indemnify and hold harmless MTSU, its Board of Regents, and the event organizers, 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.

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 Release and Hold Harmless 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 the terms of this transaction.

Emergency Contact: _____
Name Phone

Address

Participant Signature Date

Print Name Cell Phone

Home Phone

Address

Parent Signature (if applicable) Date

Print Name

Date of Birth

Address (if different than above)

Home Phone
(if different from above)