

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

My child, _____ (“Participant”), has decided to participate and I/we _____ (“Parent”) give permission for Participant to participate in All Access Academy (“Camp”) at Middle Tennessee State University (“MTSU”). While participating in Camp, Participant will be using *campus transportation to attend a field trip to the Murfreesboro Airport, Tennessee Miller Coliseum, and MTSU Dairy Farm*. Participant’s participation in Camp, including, if applicable, travel to and from these areas, is hereinafter referred to as “Activity.”

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 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: bodily injury, loss of limb, death or property damage. These risks specifically include, but are not limited to, the following: vehicle accident or fire. Participant is participating and 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 any and all of Participant’s medical conditions to the administrators of the Activity. We acknowledge that Participant is physically fit and mentally capable of participating in all Camp activities. 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.

We understand that MTSU may not have medical personnel available at the location of the Activity. We therefore grant MTSU permission to authorize emergency medical treatment, if deemed necessary by MTSU. We agree that MTSU assumes no responsibility or liability for any injury or damage that might arise out of or in connection with such authorized medical treatment. We further state that we have adequate health insurance necessary to provide for and pay for any medical costs that we may incur during or arising from Participant’s participation in this activity. We accept full responsibility for any expenses incurred, to the extent such expenses are not covered by the following:

Health Insurance Company: _____

Policy Number: _____

Allergies or physical conditions: _____

Release of Liability and Hold Harmless: In consideration for the right to participate in the Activity, Participant and Parent 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, 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 family from suing Releasees and binds Participant’s estate, siblings, parents, heirs, personal representatives and assigns.

Image Consent: In consideration for the right to participate in the Activity, Participant and Parent 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 MTSU. MTSU 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.

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 have read and understand this Release and Hold Harmless Agreement in its entirety and voluntarily sign 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.

Parent/Guardian Signature (Child under age 18)

Date

Parent/Guardian (Print Name)

Parent Home or Cell Phone

Participant Name

Participant Phone

My child will be picked up by an individual other than his/her parent.

Please release (Child’s Name): _____

To responsible individual (Name): _____

Relationship: _____ Phone: _____