

Liability Release and Assumption of Risk by Majority-Age Student for Field Trips and Other Off-Campus Activities

LIABILITY RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE

Release executed by _____, whose address is

Print Full legal name of Participant]

_____, to Austin Peay State University, 601 College Street Clarksville, TN 37044.

1.0 I desire to participate in the following activity/trip _____ (Activity), to be held at _____, and I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, and in any frolic, junket, independent excursion or task I undertake as an adjunct to the Activity, which dangers include but are not limited to personal injuries and/or liabilities [if necessary, described in more detail in the attached], and which also could include serious or even mortal injuries and property damage.

2.0 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal representative(s), I, the undersigned, agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation to and from, and in any independent research or activities undertaken as an adjunct thereto, and in advance release, waive, forever discharge, and covenant not to sue the Institution, its governing board, officers, agents, employees, and any students acting as employees (hereafter called the Releasees), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

3.0 I understand and agree that Releasees will not have medical personnel available during the Activity. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

4.0 It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant not to sue the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in TRiO SSS Cultural Event and/or Graduate School Trip (Activity).

5.0 In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that the Institution does not require me to participate in this activity, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of sickness or injury to me and that Releasees shall have no responsibility for the payment of same.

6.0 I further agree that this Release shall be construed in accordance with the laws of the State of Tennessee. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

7.0 I agree that my signature denotes my affirmation that I will abide by all state, local and federal laws as well as all APSU Policies and Procedures.

IN WITNESS WHEREOF, I have executed this release this _____ day of _____, 20____.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

PARTICIPANT: WITNESS:

(Signature)

(Signature)

(Printed Name)

PARTICIPANT MUST COMPLETE THE FOLLOWING:

Please print

Your Full Legal Printed Name: _____ Date: _____

Date of Birth: _____ APSU Banner ID#: _____

Local Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

THE EMERGENCY CONTACT PERSON SHOULD BE SOMEONE WHO HAS THE LEGAL AUTHORITY TO MAKE A DECISION FOR YOU IN THE EVENT OF AN EMERGENCY.

In Case of Emergency Contact: _____ Relationship: _____

Contact Home Phone: _____ Contact Work Phone: _____ Contact Cell Phone: _____

Health Insurance: _____
Health Insurance Company Name Health Insurance Phone Number

Name of Insured – please print Policy Number

Please list any special services you may require due to an existing medical condition of physical disability:

**WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT
TO DRIVE/RIDE IN PERSONAL VEHICLE**

The undersigned desires to participate in an activity/trip to _____ and related activities being offered by the State of Tennessee, including its subsidiaries, the Tennessee Collaborative Academy, the Tennessee Board of Regents (TBR), the University of Tennessee (UT), the Tennessee Department of Education and Austin Peay State University (APSU). The undersigned assumes all responsibility and risks related to or in any way connected with this trip and related activities, including the transportation of the individual and any other passengers to and from the activity/trip.

In consideration of the opportunity to participate in said activity/trip, the undersigned does for himself, his heirs, executors, successors and assigns, release, waive, discharge and covenant not to sue the State of Tennessee or its subsidiaries, the Tennessee Collaborative Academy, the TBR, UT, the Tennessee Department of Education, and APSU, their employees, agents, successors and assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation arising out of, on account of, related to, or in any way connected with the undersigned(s) use of a personal vehicle and participation in this trip and related activities including the transportation of the individual and any other passengers to and from the activity or trip.

The undersigned agrees to all Rules and Regulations set forth by the State of Tennessee, Austin Peay State University, and as may be appropriate, the Tennessee Collaborative Academy.

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; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this _____ day of _____, 20_____.

(Participant Signature)

(Witness Signature)

(Printed Participant Name)

(Printed Witness Name)