

Adventure Recreation Waiver and Release of Liability

AUSTIN PEAY STATE UNIVERSITY (INCLUDING ITS AGENTS AND EMPLOYEES) (THE "UNIVERSITY") IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH OR LOSS OF PROPERTY YOU SUFFER WHILE PARTICIPATING IN THE AUSTIN PEAY UNIVERSITY RECREATION ADVENTURE RECREATION PROGRAM.

In consideration of my participation, I, in advance and by my signature below, release, waive, forever discharge, and covenant not to sue or otherwise file any formal claim against Austin Peay State University, 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, and from any present and future claims of any type.

I, _____ (print full legal name), agree to act in a responsible and safe manner while participating in the APSU Adventure Recreation _____ (activity) on _____ (dates) and while traveling to and from the activity sites.

I understand that I will be exposed to risks and hazards inherent to the aforementioned activity and that there are dangers involved that cannot be fully foreseen or controlled by the University Recreation department. I acknowledge that no one can warn me of all of the dangers associated with the aforementioned activity and that the responsibility is upon me to investigate any activity, hazard, or thing which may be dangerous or that I do not understand. By signing below, I agree to follow all instructions and guidelines at all times for everyone's safety, and willingly assume the risks and responsibilities that are involved in order to participate in this activity. I agree that my signature denotes my affirmation that I will abide by all state, local and federal laws as well as the APSU Code of Student Conduct, APSU policies and procedures, and any applicable rules, regulations, policies and procedures of the host agents/agencies.

I understand that I am solely responsible for assessing whether my skills, equipment and level of physical and mental fitness are adequate for participation on this activity. I represent that I have full knowledge of the skills, equipment and level of physical and mental fitness necessary for participation on this trip and that I meet or exceed these requirements.

I understand the Adventure Recreation activities may be physically and emotionally challenging. I assume the risks of personal injury, vehicle accidents traveling to and from the activity sites, accidents and/or illness, including but not limited to sprains, strains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration, drowning and/or oxygen shortage; exposure or weather-related conditions; heat and cold injuries; head, neck and/or spinal injuries; bite or attack by animal, insect, or marine life; allergic reaction; shock, myocardial infarctions, paralysis or death; and serious injury or impairment to other aspects of my body and general health and well being. I understand that equipment may fail, and such failure could contribute to my injury or death. I understand that the aforementioned list of possible hazards and risks is not inclusive. My participation in these outings is completely voluntary and is undertaken in spite of the hazards and risks involved.

I give permission for the activity leaders to seek emergency medical, rescue or evacuation services for me should I become injured or ill with the understanding that **I am responsible for any expenses incurred**. I fully understand that Austin Peay State University and/or the APSU University Recreation do **NOT** provide any medical insurance coverage for me while participating in this activity. I also realize that I may be attended to by the activity leaders until medical care is available. I understand and agree that Releasees will not have medical personnel available during the activity. I understand and agree that Releasees, including University Recreation personnel and representatives, 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 costs, expenses, injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

I understand that this trip involves activities in rugged terrain in all extremes of weather, and I may be very far removed from any professional or medical services. I understand that rescues may take extraordinary time and all medical and rescue costs are my responsibility. I understand the importance of obtaining sufficient medical and accident insurance before participation in the activity.

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 (or otherwise file any formal claim against) 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 this Adventure Recreation trip.

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 Austin Peay State University 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.

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.

PARTICIPANT:

WITNESS:

Participant Signature

Witness Signature Date

Witness 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 () _____

Are you an APSU student? Yes _____ No _____

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 () _____

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 or physical disability:



University Recreation

Adventure Recreation Waiver and Release of Liability to Drive/Ride in a Personal Automobile

Foy Fitness and Recreation Center
PO Box 4398
Austin Peay State University
Clarksville, Tennessee 37044
931-221-7564

The undersigned desires to participate in an Adventure Recreation 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/herself, his/her 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 ____.

WITNESS:

PARTICIPANT:

Witness Signature

Participant Signature

Witness Printed Name

Participant Printed Name