

ASSUMPTION OF RISK AND RELEASE OF LIABILITY FORM

I understand that Austin Peay State University ("Austin Peay") is providing me with the opportunity to participate in the following athletic/physical activity _____
_____ (the "Activity") (for this form, the term "Activity" shall also include all travel to and from the Activity).

In consideration for being allowed to participate in the Activity, I knowingly and voluntarily:

- acknowledge and understand that my participation in the Activity is entirely voluntary;
- acknowledge that there are risks and hazards which may arise from participation in this Activity, and I acknowledge that my participation in this activity may result in injury (serious and minor), loss of life, and/or loss of property;
- acknowledge that Austin Peay State University ("Austin Peay") is not legally responsible for my personal safety or the safety of my property during the Activity;
- acknowledge that I have: (i) had a physical examination and have been given my physician's permission to participate, or (ii) I have decided to participate in Activity without the approval of my physician;
- represent that I am physically and psychologically ready to participate in Activity;
- acknowledge that, if I am an Austin Peay employee, the Activity is not within the course and scope of my employment with Austin Peay. I specifically acknowledge that my waiver below shall include rights to workman's compensation benefits for any injury or disability incurred while participating in such Activity;
- acknowledge that any Austin Peay personnel or agents attending the Activity are not necessarily medically trained to care for any physical or medical problems of individuals participating in the Activity;
- represent that I have adequate health and hospitalization insurance for any injuries that I may receive as a result of my participation in the Activity; and
- agree to follow all the safety procedures and instructions of the Activity coordinators (e.g., appropriate dress, proper use of safety equipment, etc.).

On behalf of myself and my heirs and assigns, I knowingly and voluntarily assume all risks associated with the Activity and release Austin Peay, its trustees, officers, employees and agents (collectively "Austin Peay Parties") from any and all responsibility or liability for personal injury, emotional injury, death or property damage sustained by me during or because of my participation in the Activity. I agree, for myself, my administrators, personal representatives, executors, predecessors, successors, agents, heirs and assigns to release and hold harmless the Austin Peay Parties from any present or future claim for personal injury, emotional injury, death or property damage arising directly or indirectly from my participation in the Activity, to the fullest extent permitted under law, including allegations or claims of negligence on the part of the Austin Peay Parties, provided, however, this form does not apply to acts of gross negligence, willful or wanton conduct, or intentional conduct.

I UNDERSTAND AND AGREE THAT BY SIGNING THIS FORM I WILL WAIVE AND FOREVER RELINQUISH ANY AND ALL CLAIMS THAT I MAY HAVE, WHETHER KNOWN OR UNKNOWN, AND WHETHER ANTICIPATED OR UNANTICIPATED, AGAINST THE AUSTIN PEAY PARTIES ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY.

I understand and agree that if I am signing this form on behalf of my minor child, that: (i) I will be giving up the same rights for the minor as I would be giving up if I signed this document on my own behalf, and (ii) I personally represent and warrant that I am authorized to sign the form on behalf of the minor.

Signature: _____

Date: _____

Name (Printed): _____

Telephone: _____

Address: _____

Parental/Legal Guardian
Co-Signature (if under 18): _____