

## **ASSUMPTION OF RISK AND RELEASE OF LIABILITY FORM**

I understand that Austin Peay State University ("Austin Peay") is sponsoring a trip/workshop to \_\_\_\_\_ during the following dates \_\_\_\_\_ for the purpose of \_\_\_\_\_

(the "Event") (for this form, the term "Event" shall also include all travel to and from the destination). I shall be traveling with a participant of the Event.

In consideration for my companion and I to be allowed to participate in the Event, I knowingly and voluntarily:

- acknowledge and understand that my participation in the Event is entirely voluntary;
- acknowledge that there are risks and hazards which may arise from participation in this Event, 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 is not legally responsible for my personal safety or the safety of my property during the Event;
- acknowledge that any Austin Peay personnel or agents attending the Event are not necessarily medically trained to care for any physical or medical problems of individuals participating in the Event;
- represent that I have adequate health and hospitalization insurance for any injuries that I may receive as a result of my participation in the Event; and
- agree to follow all the safety procedures and instructions of the Event 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 Event 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 Event. 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 Event, 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 EVENT.***

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): \_\_\_\_\_