

RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISKS,
AND INDEMNITY AGREEMENT

This Release is by and between the undersigned and Tennessee Wesleyan College, its governing Board, officers, employees, agents, volunteers, and any students, herein collectively referred to either as Tennessee Wesleyan College or Releasees.

I, _____ ("Participant"), hereby acknowledge that I have elected to participate in an event described as _____
_____ scheduled for the ____ day of _____, 20__.

Participation. I am aware of the general nature and scope of the event and I am aware of the physical requirements necessary for participation in the above-referenced event, and I certify that I possess all of the necessary physical abilities, experience, training and knowledge to participate in this event.

Informed Consent. I am aware that Tennessee Wesleyan College does not warrant the condition or adequacy of any equipment, premises, vehicle or mode of transportation for any purpose connected with or incident to the event. I am further aware that Tennessee Wesleyan College does not warrant the adequacy or competency of any other individual participating in or involved with the event. I understand that as with any event involving other individuals and physical activity, there is a risk of harm. I understand that by participating in this event I could sustain personal injuries, property damage or even death.

Assumption of Risk. I understand that serious injuries could occur during my participation in this event. I could sustain serious personal injuries, illness, property damage, or even death as a consequence of the negligence or fault of others and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means, including my own negligence or fault, is my sole responsibility and risk.

Release and Waiver of Liability. I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby release, waive, discharge, and covenant not to sue Tennessee Wesleyan College, its governing Board, officers, employees, agents, volunteers, and any students (herein referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the above-described event, regardless of whether the injury, damage or death occurs while in, on, upon, or in transit to or from the premises where the activity or event occurs. I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

Indemnity. I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer as a result of my participation in the above-described event.

Personal Medical Insurance. I acknowledge that while participating in this event medical insurance coverage is not being provided for me by Tennessee Wesleyan College. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of my participation in this event.

Choice of Law. I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Tennessee, and the exclusive venue for any litigation shall lie in McMinn County, Tennessee.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT

LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE
SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

Signature of Witness
to Participant's signature

Date

I certify that I have custody of Participant or I am the legal guardian of Participant by Court Order. I have read this Agreement and fully understand its terms. I am aware that this Agreement includes a Release and Waiver of liability, an assumption of risk, and an Agreement to indemnify the Releasees. I join with Participant in granting a Release to Releasees as set forth in detail above.

Signature of Parent/Guardian
for Participant under 18 years
of age

Date

Signature of Witness
to Parent/Guardian signature

Date

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