## ACKNOWLEDGMENT, INDEMNITY, WAIVER and RELEASE OF LIABILITY FOR PARTICIPATION IN AN OFF CAMPUS EVENT

| I,                         | , ("Participant") intend to participate in a | an off campus |
|----------------------------|--|---------------|
| event                      |  | ("Event")     |
| scheduled to take place on | , 20   |               |

I acknowledge that I must thoroughly read and understand the information contained in this Acknowledgement, Indemnity, Waiver and Release of Liability ("Release") pertaining to the Event and the possible risks and hazards that might result from participation in this Event.

NOTE: If I am under eighteen years of age, I understand that while I am bound by the provisions of this Release and must acknowledge and agree to its terms, I am not permitted to execute this Release or participate in this Activity without approval of my parent or legal guardian, who must execute this Release on my behalf.

- 1. I acknowledge and agree that I am required to act in a mature and responsible manner at all times during the Activity and further acknowledge and agree that I will be held responsible for my own behavior and must respect the property of the University of Memphis ("University") and others.
- 2. I acknowledge and agree that I must observe all state and local laws and University regulations and policies, including those concerning required student conduct. I further acknowledge and agree that in the event that I have any questions regarding the applicability of the University's regulations and policies to the Event, it is my responsibility to make any necessary inquiries to the University's Office of Student Accountability, Outreach and Support. Additionally, I acknowledge and agree that I must observe and comply with the specific rules and conditions developed for participation in the Event by its organizer or sponsor.
- 3. I acknowledge and agree that it is my obligation to make any necessary inquiries to the Event organizer or sponsor regarding my ability, physically or otherwise, to safely participate in the Event and that, prior to executing this Release, I have been provided the opportunity to inquire and discuss the possible risks and hazards to me resulting from my participating in the Event. Any questions I had regarding my ability to participate in the Event have been answered to my satisfaction, and I have received sufficient information to make a sound and voluntary decision to participate in the Event.
- 4. In exchange for the University allowing me to participate in the Event, I give the University the right and permission to record my participation and appearance on videotape, audiotape, film, photography or any other medium and to use my name, likeness, voice and biographical information in connection with these recordings. The University may exhibit or distribute all or any part of these recordings for any educational or promotional purpose which the University and its employees deem appropriate. All such recordings shall be the University's property.

## 5. Please pay particular attention to paragraphs 5(a) through 5(b) regarding your risk liability:

a. In exchange for the University making arrangements for, permitting me and assisting me in participating in the Event, I hereby assume all risks of participation in the Event. Risks include, but are not limited to, transportation risks, risks of participation in the various components of the Event, and all risks related to any physical or other condition from

which I might suffer. I acknowledge that the University does not provide personal accident/health insurance for me, and I assume personal and financial responsibility for any medical care and treatment I may require as the result of participating in the Event.

- b. In exchange for the University allowing me to participate in the Event and having reviewed and agreed to all acknowledgments listed in paragraphs 1 through 5(b) of this Release as detailed above, I, on behalf of myself, spouse, family, heirs, beneficiaries, and personal representatives, agree to assume all the risks and responsibilities of participating in the Event. I release and forever discharge and covenant not to sue the University of Memphis, its Board of Trustees and the State of Tennessee, their officers, agents, employees, and representatives ("Releasees") from and against any and all liability for any and all claims, demands, actions, causes of action of whatever kind or nature, costs and expenses of any nature, including attorneys' fees ("Claims") that I may have or that may hereafter accrue to me, arising out of or related to any harm, loss, damage or injury, including but not limited to suffering, death or property loss that may be sustained by me, whether caused by my action or negligence or the action or negligence of Releasees or third parties in connection with the Event. I also agree not to sue Releasees in connection with any such harm, loss, damage or injury. I agree to indemnify and hold Releasees harmless from and against all claims asserted against any of the Releasees by any entity based upon my participation in the Event.
- I acknowledge and agree that should any provision or aspect of this Release be found to be unenforceable, all remaining provisions of this Release will remain in full force and effect. Further, I acknowledge and agree that this Release shall be construed pursuant to the laws of the State of Tennessee.

I have read, understand, and acknowledge that by signing this two page Release that I must comply with the information and directions contained herein and intend to be bound by the terms contained in this Release and I have voluntarily executed the Release.

Name (Print)

Signature

Date

Signature of Parent or Guardian (if Less than 18 years of Age)