

Release/Hold Harmless Agreement

School of Music - The University of Memphis

NAME: _____ U#: _____

The University of Memphis (hereinafter referred to as the "University") School of Music offers an opportunity for students to undertake course projects and activities off campus (hereinafter referred to as the "Activity") during the current academic year. Said Activity may be within Tennessee, including local, or out of state.

I understand and acknowledge this and I therefore agree to the following:

1. I RELEASE AND FOREVER DISCHARGE AND PROMISE NOT TO SUE THE UNIVERSITY, ITS BOARD OF TRUSTEES, AND/OR THEIR OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY CLAIMS FOR INJURIES OCCURRING WHILE I AM PARTICIPATING IN THIS ACTIVITY:

In consideration for participation in the Activity, I release and covenant not to sue the University, its Board of Trustees, their officers, agents, employees, representatives, and assigns (all hereinafter referred to as "Releasees") from and against any and all liability from any and all claims, demands, actions, causes of action of any kind, costs and expenses of any nature, including attorney's fees ("Claims") that I may have or that may hereafter accrue to me arising out of or related to any harm whatsoever, loss, damage, injury, suffering, death, or property loss that may be sustained by me whether caused by my negligent acts or omissions or the negligence of the Releasees or third parties, in connection with my participation in the Activity.

2. I AM AWARE OF THE RISKS OF CHOOSING TO PARTICIPATE IN THIS ACTIVITY, AND I ACCEPT RESPONSIBILITY FOR THESE RISKS:

The Activity has been explained to me, including the risks involved in participating, and I understand these risks. These risks include, but are not limited to, death and/or physical injury, resulting from any vehicular accident during the Activity, including trips to and from any locales and travel while involved in the Activity. Moreover, I acknowledge and understand that this Activity may pose risks associated with criminal activity of which I may be a victim, including, but not limited to, assault, battery, and robbery. I further acknowledge risks related to any physical or other condition from which I might suffer. I voluntarily choose to participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage, personal injury, including death that may be sustained by me as a result of my participation in the Activity, whether caused by the negligence of the Releasees or otherwise.

3. I WILL REIMBURSE RELEASEES FOR ANY COSTS THEY INCUR BECAUSE OF MY PARTICIPATION IN THIS ACTIVITY:

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 Activity. This agreement to indemnify and hold harmless includes, but is not limited to, any costs, including medical bills, court costs and attorney's fees, that Releasees may incur due to my participation in the Activity, whether this loss is a result of the negligence of Releasees or otherwise. 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 a result of participating in the Activity.

4. THIS AGREEMENT WILL ALSO PREVENT MY FAMILY OR OTHER REPRESENTATIVES FROM SUING RELEASEES:

I understand, acknowledge, and agree that this Agreement shall bind myself and any spouse, family, heirs, beneficiaries, and personal representatives. This Agreement shall be Travel Release Form (rev April 2022) deemed as a Release and consent not to sue regarding any claims these parties may have against Releasees relating to my participation in the Activity, whether these claims arise out of the negligence of Releasees or otherwise.

5. IN THE EVENT THAT ANY PROVISION IN THIS AGREEMENT IS DEEMED TO BE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE.
6. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT.

Signature of Participant

Date

Witnessed By:

Signature of Witness

Date

Faculty Instructions: Submit the original signed form to the Administrative Associate of the School of Music for retention in the files. Retain a copy in your course files.