

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Program Information

Program Name: \_\_\_\_\_  
 Date(s): \_\_\_\_\_  
 Location(s): \_\_\_\_\_

Participant Information

Participant Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_

[Note: The program information should be filled in by the Program Director]

I am the parent or legal guardian of the Participant named above ("Participant"), who is under eighteen (18) years of age. I am fully competent to sign this Release, Hold Harmless, and Indemnification Agreement ("Agreement"). In consideration for Participant being allowed to participate in the Program identified above ("Program"), the receipt and sufficiency of which I hereby acknowledge, I agree as follows:

1. I acknowledge, understand, and accept that as part of Participant's participation in the Program there are dangers, hazards, and inherent risks to which Participant may be exposed, including but not limited to the risks of serious physical injury, temporary or permanent disability, death, and economic and property loss. I know of no reason why Participant should not participate in the Program.
2. I, individually, and on behalf of Participant and our respective heirs, successors, assigns, and personal representatives, hereby forever release, acquit, discharge, covenant not to sue, and agree to indemnify and hold harmless for any and all purposes The University of Tennessee and its trustees, officers, employees, agents, and volunteers in official and individual capacities ("Releasees") from any and all liability whatsoever for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney's fees, that result from, arise out of, or are related to:
  - a. Participant's participation in the Program, Participant's travel to or from the Program, or Participant's presence on premises owned, leased, or operated by Releasees, *INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES*;
  - b. the administration of prescription or over-the-counter medication to Participant, and/or the failure to administer prescription or over-the-counter medication to Participant, *INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES*; or
  - c. medical treatment of Participant, any decision whether to seek medical treatment for Participant, and/or traveling to or from a medical care facility, *INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES, OR INJURIES SUSTAINED AS A RESULT OF THE NEGLIGENCE OF RELEASEES*, even if a Releasee has signed medical documentation promising to pay for the treatment due to my inability to sign the documentation.
3. I, individually, and on behalf of Participant and our respective heirs, successors, assigns, and personal representatives, hereby agree to indemnify and hold harmless the Releasees for any and all damages, losses, or injuries (including but not limited to death) to persons or property or both, including but not limited to any and all claims, demands, actions, cause of actions, damages, losses, injuries, costs, expenses, and attorney's fees, that result from, arise out of, or are related to Participant's negligent or intentional act(s) or omission(s) during Participant's participation in the Program, Participant's travel to or from the Program, or Participant's presence on premises owned, leased, or operated by Releasees.
4. I agree that this Agreement shall be governed by the laws of the State of Tennessee. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and if any provision of this Agreement is held invalid, I agree that the remaining provisions shall, notwithstanding, continue in full legal force and effect.
5. In signing this Agreement, I acknowledge and represent that I have read and understand it and sign it voluntarily, and no oral representations, statements, or inducements apart from the foregoing Agreement that has been reduced to writing have been made.

Signature of Participant's Parent or Legal Guardian: \_\_\_\_\_

Printed Name of Participant's Parent or Legal Guardian: \_\_\_\_\_

Date: \_\_\_\_\_