

**LIABILITY FORM 1 – Under Age 18 students**

**Assumption of Risk and Release by Minority-Age Student for Institution Activity<sup>1</sup>**

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**LIABILITY RELEASE, WAIVER, DISCHARGED AND COVENANT NOT TO SUE**

This is a legally binding Release executed by (Full Legal Name of Participant) \_\_\_\_\_, whose address is \_\_\_\_\_, and by \_\_\_\_\_ (Full legal name, address, and relationship of Participant's Parent or Guardian) to Austin Peay State University, 601 College Street, Clarksville, TN 37044.

1.0 We, the undersigned request that (Minor's Name) \_\_\_\_\_ (referred to as the "Participant") be granted permission to participate in the following activity/trip: \_\_\_\_\_ to be held at the following location \_\_\_\_\_ on \_\_\_\_\_ (Date).

2.0 In consideration of the Participant being permitted to participate in the Activity, we do release, waive, forever discharge, and covenant not to sue the Institution, its governing board, officers, agents, employees, and any students acting as employees ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to me, whether caused by the negligence or carelessness of the Releases, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

3.0 We have signed this Release, Waiver, Discharge and Covenant Not to Sue in full recognition and appreciation of the dangers, hazards, and risks of such activities, which dangers include but are not limited to (If necessary, described in more detail in the attached), and which could include serious or even mortal injuries and property damage. We further attest that we have fully discussed the aforementioned risks and hazards, and Participant and Participant's Parent/Guardian agree that Participant has individually assumed the risks involved with this Activity as witnessed below.

4.0 We understand and agree that Releasees do not have medical personnel available at the location of the Activity or on the campus. We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. We understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

5.0 It is our express intent that this release and hold harmless agreement shall bind the members of Participant's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a \_Release, Waiver, Discharge and Covenant Not to Sue\_ the Above-Named

Releasees. Participant's Parent/Guardian further agrees to save and hold harmless, indemnify, and defend Releasees from any claim by Participant or Participant's family, arising out of Participant's participation in \_\_\_\_\_ (Activity).

6.0 In signing this Release, Participant and Participant's Parent/Guardian acknowledge and represent that we have fully informed ourselves of the content of this Release of liability and hold harmless agreement by reading it before we sign it, and that we have reviewed it and Participant understands what it means and that we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. We further state that there are no health-related reasons or problems which preclude or restrict the Participant's participation in this Activity, and that Participant

has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Participant.

7.0 We further agree that this Release shall be construed in accordance with the laws of the State of Tennessee. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

I, Participant's Parent/Guardian further state that I am \_\_\_\_\_ Participant's Parent/Guardian, and am fully competent to sign this Agreement; and that I execute this release for full adequate, and complete consideration fully intending for myself, for the Participant, and for Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

**IN WITNESS WHEREOF, we have executed this release this day of, 20\_\_\_\_\_**

**THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.**

\_\_\_\_\_  
STUDENT/PARTICIPANT (Printed)

\_\_\_\_\_  
PARENT OR GUARDIAN (Printed)

\_\_\_\_\_  
WITNESS (Printed)

\_\_\_\_\_  
(Parent/Guardian Signature)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**YOU MUST COMPLETE FOLLOWING INFORMATION.  
(Please print)**

Participants Name: \_\_\_\_\_

*THE EMERGENCY CONTACT PERSON SHOULD BE SOMEONE WHO HAS THE LEGAL AUTHORITY TO MAKE A DECISION FOR THE PARTICIPANT IN THE EVENT OF AN EMERGENCY.*

In Case of Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Contact Home Phone: \_\_\_\_\_ Contact Work Phone \_\_\_\_\_ Contact Cell Phone: \_\_\_\_\_

Health Insurance: \_\_\_\_\_  
Health Insurance Company Name

\_\_\_\_\_  
Health Insurance Phone Number

\_\_\_\_\_  
Name of Insured – please print

\_\_\_\_\_  
Policy Number

Please list any special services you may require due to an existing medical condition of physical disability:

\_\_\_\_\_

**WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT  
TO DRIVE/RIDE IN PERSONAL VEHICLE**

The undersigned desires to participate in an activity/trip to \_\_\_\_\_ and related activities being offered by the State of Tennessee, including its subsidiaries, the Tennessee Collaborative Academy, the Tennessee Board of Regents (TBR), the University of Tennessee (UT), the Tennessee Department of Education and Austin Peay State University (APSU). The undersigned assumes all responsibility and risks related to or in any way connected with this trip and related activities, including the transportation of the individual and any other passengers to and from the activity/trip.

In consideration of the opportunity to participate in said activity/trip, the undersigned does for himself, his heirs, executors, successors and assigns, release, waive, discharge and covenant not to sue the State of Tennessee or its subsidiaries, the Tennessee Collaborative Academy, the TBR, UT, the Tennessee Department of Education, and APSU, their employees, agents, successors and assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation arising out of, on account of, related to, or in any way connected with the undersigned(s) use of a personal vehicle and participation in this trip and related activities including the transportation of the individual and any other passengers to and from the activity or trip.

The undersigned agrees to all Rules and Regulations set forth by the State of Tennessee, Austin Peay State University, and as may be appropriate, the Tennessee Collaborative Academy.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
STUDENT/PARTICIPANT (Printed)

\_\_\_\_\_  
PARENT OR GUARDIAN (Printed)

\_\_\_\_\_  
WITNESS (Printed)

\_\_\_\_\_  
(Parent/Guardian Signature)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)