

**LIABILITY FORM 3 Special – Non-Staff/Non-Student Participant**

**Liability Release and Assumption of Risk by Majority-Age Non-Student  
for Field Trips and Other Off-Campus Activities**

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

Release executed by \_\_\_\_\_, whose address  
is \_\_\_\_\_  
[Full legal name of Participant]  
is \_\_\_\_\_, to Austin Peay State  
University, 601 College Street Clarksville, TN 37044.

1.0 I desire to participate in the following activity/trip

\_\_\_\_\_  
(Activity), to be held at \_\_\_\_\_

\_\_\_\_\_, and I fully understand and appreciate the  
dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity,  
and in any frolic, junket, independent excursion or task I undertake as an adjunct to the Activity,  
which dangers include but are not limited  
to \_\_\_\_\_ [if  
necessary, described in more detail in the attached], and which also could include serious or  
even mortal injuries and property damage.

2.0 Knowing the dangers, hazards, and risks of such activities, and in consideration of being  
permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal  
representative(s), I, the undersigned, agree to assume all the risks and responsibilities  
surrounding my participation in the Activity, the transportation to and from, and in any  
independent research or activities undertaken as an adjunct thereto, and in advance release,  
waive, forever discharge, and covenant not to sue the Institution, its governing board, officers,  
agents, employees, and any students acting as employees (hereafter called the 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 that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while 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 I understand and agree that Releasees will not have medical personnel available during the Activity. I 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. I 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.

4.0 It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant not to sue the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation \_\_\_\_\_ (Activity).

5.0 In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that the Institution does not require me to participate in this activity, but I want to do so, despite the possible dangers and risks and despite this Release. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of sickness or injury to me and that Releasees shall have no responsibility for the payment of

same.

6.0 I 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.

7.0 I agree that my signature denotes my affirmation that I will abide by all state, local and federal laws as well as all APSU Policies and Procedures.

IN WITNESS WHEREOF, I have executed this release this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.**

NON-STAFF/NON-STUDENT PARTICIPANT:

WITNESS:

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

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

YOUR Name: \_\_\_\_\_  
In case of emergency, contact \_\_\_\_\_ (name) who is \_\_\_\_\_ (relationship), at the \_\_\_\_\_ following number(s): \_\_\_\_\_.

Health Insurance Company Name \_\_\_\_\_  
Health Insurance Phone Number \_\_\_\_\_  
Policy Number \_\_\_\_\_  
Name of Insured \_\_\_\_\_