

LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This Release (this "Release and Hold Harmless Agreement") is executed by

_____ (print name) for myself

(and/or my minor child _____) whose address is

_____ to



Cumberland University, an institution of higher education, located in Lebanon, Wilson County, Tennessee (the "University").

If this Release and Hold Harmless Agreement pertains to a minor child, the terms "me, my, I and/or mine" shall reference me and/or my minor child, as appropriate.

I desire to participate in the following voluntary activity/trip: _____ to be held on/from _____ (hereinafter referred to as the "Activity").

I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity itself, as well as the transportation to and from the Activity (if transportation is involved), and in any activities I undertake relating, indirectly or directly, to said transportation and the Activity, which dangers include but are not limited to serious or even mortal injuries and property damage.

Knowing the dangers, hazards, and risks of such activities, and in consideration of the opportunity 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 the Activity, and the transportation to and from the Activity (if transportation is involved), and in any activities relating, indirectly or directly, thereto and, in advance, release, waive, forever discharge, and covenant not to sue the University, its governing board, officers, agents, employees, faculty, and any students or University volunteers acting as employees, agents or representatives of the University (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, carelessness, recklessness or malfeasance of the Releasees, any other participant in the Activity or otherwise, during, while in, on, upon, or in transit to or from the Activity, any premises where the Activity may be conducted, or any adjunct to the Activity that occurs.

I understand and agree that Releasees may not have medical personnel available for the Activity, including at any location of the Activity or during the transportation to or from the Activity or any adjunct thereto. I understand and expressly 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 Release and Hold Harmless Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage to me or my property (and/or my minor child and his or her property) or to others which might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family, my spouse, my estate, heirs, administrators, personal representatives, or assigns, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" of the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or any third party, arising out of my transportation to or from and/or participation in the Activity, directly or indirectly, or any adjunct thereto.

In signing this Release and Hold Harmless Agreement, 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, that I have been presented with the opportunity to have an attorney to review this Release and Hold Harmless Agreement and

advise me as to the effect of signing it, and I acknowledge and agree that I am signing this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statements, have been made. **I UNDERSTAND THAT THE UNIVERSITY DOES NOT REQUIRE ME TO PARTICIPATE IN THIS ACTIVITY, THE TRANSPORTATION TO OR FROM THIS ACTIVITY OR ANY ADJUNCT THERETO.** I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and, I execute this Release and Hold Harmless Agreement for full, adequate, and complete consideration fully intending to be bound by the same.

I further agree that this Release and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee; and, I agree that any action or proceeding against the University arising out of or relating to this Agreement or the Activity, the transportation to or from the Activity or any adjunct thereto, shall be brought in any state court of competent jurisdiction sitting in Lebanon, Wilson County, Tennessee, or federal court in Nashville, Tennessee, and that all claims in respect of the action or proceeding may be heard and determined in any such court. If any term or provision of this Release and Hold Harmless Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Release and Hold Harmless Agreement, the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this Release and Hold Harmless Agreement on this the ____ day of _____, 2011.

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

SIGNATURES FOR PARENTS/GUARDIANS OF MINORS SHOULD BE MADE FOR PARTICIPANTS UNDER THE AGE OF EIGHTEEN:

I HEREBY CERTIFY THAT I am the parent or legal guardian of the Student/Participant named above, that I am authorized to execute this Release and Hold Harmless Agreement and that the Student/Participant has my permission to participate in the Activity. I certify that I have read this release and voluntarily agree to its terms and conditions. I further certify that the Participant is in good physical condition and is able to safely participate in the Activity.

CERTIFICATION

BY SIGNING HERE I INDICATE THAT I UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND THE EFFECT OF THIS CONSENT, INCLUDING THE GRANT OF POWERS TO MY AGENT FOR HEALTHCARE PURPOSES.

PARENT/GUARDIAN

WITNESS:

Signature

Signature

Printed Name

Printed Name

Date

Date