

**East Tennessee State University
RELEASE/HOLD HARMLESS AGREEMENT**

Release executed by _____, of _____
to East Tennessee State University, Johnson City, Tennessee ("Institution").

I voluntarily participate in the following activity sponsored/organized through
Institution's _____ department, specifically:

(Identify the specific activity and the date(s) the activity will take place above.)

I have full knowledge of the risks involved in this Activity, which include but are not
limited to:

Travel, overnight stay _____

I further understand that serious accidents occasionally occur during this type of
Activity and that participants in this Activity occasionally sustain mortal or serious
personal injuries and/or property damage as a result of participating in this
Activity.

I assure officials of the Institution that there are no health-related or other
reasons or problems which preclude or restrict my participation in this Activity.

I understand and agree that the Institution does not have medical personnel
available at the location of this Activity. I understand and agree that the
Institution's employees and students are granted permission to authorize
emergency medical treatment, if necessary, and that this action shall be subject to
the terms of this agreement. I understand and agree that the Institution and its
employees and students assume no responsibility for any injury or damage which
might arise out of, or in connection with, any authorized emergency medical
treatment.

I assure officials of the Institution that I have adequate health insurance
necessary to provide for and pay any medical costs that may directly or indirectly
result from my participation in this Activity and that I will indemnify and hold the
Institution harmless.

To the extent permitted by law and knowing the risks of this Activity, I hereby release, waive, forever discharge, covenant not to sue and agree to hold harmless Institution, including its governing board, officers, agents, employees, and students from any liability whatsoever arising out of my participation in this Activity, or in transit to or from this Activity, including but not limited to, medical bills, court costs and attorneys' fees, any damage to my property or the property of others, or to others through my participation in this Activity.

It is my express intent that this release and hold harmless agreement shall bind the members of my family and my spouse, if I have one, if I am alive, any my estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as release, waive discharge and covenant not to sue the Institution. I further agree to save and hold harmless, indemnify and defend the Institution from any claim by me, or by my family, arising out of my participating in this Activity.

I further agree that this agreement shall be construed in accordance with the laws of the State of Tennessee. If any term of provision of this agreement shall be held illegal, unenforceable or in conflict with any law governing this agreement, that remaining provisions shall remain in full force and effect.

In consideration of my participation in this Activity, I execute this document with full knowledge of the contents and consequences stated in this Release.

IN WITNESS WHEREOF, I have executed this Release on this _____ day of _____, _____.

THIS IS A RELEASE. READ BEFORE SIGNING.

WITNESS:

(Print Name)

(Signature)

STUDENT/PARTICIPANT:

(Print Name)

(Signature or signature of parent or guardian if under 18 years old)