

MISSISSIPPI STATE UNIVERSITY

Activity and Participation Agreement

This is a Release of Legal Rights – Read and Understand BEFORE Signing.

I, (Student's Name) _____, will be participating

in the _____ (hereinafter "Activity"), which will be held at _____. I hereby agree as follows:

In consideration for participating in the Activity and other valuable consideration, I hereby **COVENANT NOT TO SUE**, and further **RELEASE, WAIVE, and DISCHARGE** Mississippi State University, the Board of Trustees for the State of Mississippi, the State of Mississippi, their officers, servants, agents, and employees (hereinafter "**RELEASEES**") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF OR A BREACH OF ANY EXPRESS OR IMPLIED CONTRACT BY THE RELEASEES**, or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted or while in transit during and to and from said Activity.

I further acknowledge that the Releasees, as public entities, do not carry liability insurance for this Activity and that in order to provide this Activity, and others like it, as part of the Releasees' educational program, it is essential that the Releasees not be subject to liability or such Activities sponsored by the Releasees may not be feasible in future public educational programs offered by the Releasees.

I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the Releasees from any loss, liability, damages, or costs, including, but not limited to, court costs and attorney's fees, that may result from my participation in said Activity.

To the best of my knowledge, I can fully participate in this Activity. I am fully aware of the risks and hazards connected with the Activity, and I hereby elect to voluntarily participate in said Activity, and to engage in such Activity knowing that the Activity may be hazardous to me and my property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such Activity.

It is my express intent that this agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative if I am not alive, and this Agreement shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above Releasees. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

I understand that the Releasees are not responsible for any medical costs associated with any injury or illness I may sustain resulting from my participation in this Activity. I further acknowledge that the University may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety. I hereby authorize the University or a university official to procure all necessary medical assistance while I participate in this Program and to authorize any competent medical person to do all things reasonably necessary to treat any injury or illness which occurs during my participation in the Program. I agree to pay all expenses relating thereto and release the University from any liability or any actions.

I understand that I am responsible for any additional charges or cost that might occur due to damage I have caused during this trip to Mississippi State or any property involved in this trip

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ the foregoing agreement, that I **UNDERSTAND IT**, that i am **AT LEAST EIGHTEEN (18) YEARS OLD**, that I sign it **VOLUNTARILY** as my own free act and deed, and that no oral or written representations or statements of inducements, apart from the foregoing written agreement, have been made. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Signature of Participant

Date

I (a) am the parent or legal guardian of the above student; (b) have read the foregoing Assumption of Risk and Release Form (including such parts as may subject me to personal financial responsibility); (c) am and will be legally responsible for the obligations and acts of the student as described in this Assumption of Risk and Release Form, and (d) agree for myself and for the student to be bound by its terms.

Signature of Parent/Guardian (This signature is only necessary if the student is under 18 years of age.)

Date