



**EAST TENNESSEE STATE UNIVERSITY
JOHNSON CITY, TENNESSEE**

INTERDEPARTMENTAL COMMUNICATION

TO: Vice Presidents, Deans and Department Heads
FROM: David Collins
SUBJECT: Sample Release/Hold Harmless Agreements
DATE: March 12,1997

Attached are two sample release forms that may be used for excursions that are off campus. These have been developed using criteria provided by TBR legal counsel.

The first form may be used for any off campus excursion which is strictly voluntary and perhaps enriching, but not in any way related to meeting class requirements. For example, if a technical class goes to an off campus site to observe and try out machines the class is studying, a release would not be effective since the trip is so closely related to the course of study even if it is not required. Similarly, a release would not be effective for a voluntary class trip which can be counted toward class time or for extra credit.

The second form may be used for any purely voluntary activity which is organized through ETSU **and which is dangerous**. Public policy does not prevent ETSU from limiting its liability for inherently dangerous voluntary activities such as rock climbing, scuba diving, or other similar activities.

Other instances in which a release would be effective include: Nursing students giving flu shots; high school students being permitted to come on campus for cheerleading camp; Governor's school; a club trip; any activity including foreign travel.

Please review the attached releases and ensure that any releases you are currently having students sign conform to the example. If there are any questions regarding your current form or when a release is permitted, please feel free to contact me at ext. 4212

EAST TENNESSEE STATE UNIVERSITY

**WAIVER OF LIABILITY AND
HOLD HARMLESS AGREEMENT**

The undersigned desires to participate in an excursion trip to _____ and related activities being offered by East Tennessee State University, Department of _____. The undersigned assumes all responsibility and risks related to or in any way connected with this trip and related activities.

In consideration of the State of Tennessee, the Tennessee Board of Regents, and East Tennessee State University, the undersigned does for himself, his heirs, executors, successors and assigns, release, waive, discharge and covenant not to sue the State of Tennessee, the Tennessee Board of Regents, or East Tennessee State University, its 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 participation in this trip and related activities.

The undersigned agrees to all Rules and Regulations set forth by the State of Tennessee, the Tennessee Board of Regents and East Tennessee State University.

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 if 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 the Release for full, adequate and complete consideration fully intending to be bound by same.

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

**THIS IS A RELEASE
READ BEFORE SIGNING**

WITNESSES:

Witness

Participant

Date

Date

**EAST TENNESSEE STATE UNIVERSITY
RELEASE/HOLD HARMLESS AGREEMENT**

Release executed by _____ (full name of individual), of _____ (Full address) to East Tennessee State University, Johnson City, Tennessee ("Institution").

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

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

I have full knowledge of the risks involved in this Activity, which include but are not limited to _____ (describe risks), travel and related activities. 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 of my estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as release, waiver, 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 participation 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 or provision of this agreement shall be held illegal, unenforceable or in conflict with any law governing this agreement, the 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 _____, 20_____.

**THIS IS A RELEASE
READ BEFORE SIGNING**

WITNESS

STUDENT/PARTICIPANT

(Print Name)

(Print Name)

(Signature)

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