

MISSISSIPPI STATE UNIVERSITY
DEPARTMENT OF RECREATIONAL SPORTS

WAIVER AND RELEASE

**** This is a Release of Legal Rights – Read and Understand BEFORE Agreeing****

In consideration for being allowed to participate in the **Spirit Groups College Prep Clinics (Cheer and Dance on February 25 and April 1, 2017)** offered through the Department of Recreational Sports at Mississippi State University (“Activity”), I acknowledge the following.

I am voluntarily seeking to take part in the Activity sponsored by the Department of Recreational Sports (“Department”). I understand that the Activity requires a degree of skill, and I am fully responsible for determining whether I am able to participate. If I am in need of medical clearance before participating in this Activity, I have secured such permission and am satisfied that I am able to participate in this Activity. I take full responsibility for my own participation, and I am fully aware of any risks and hazards connected with participation in this Activity. Any questions I may have about this Waiver or this Activity have been answered to my satisfaction.

Being fully informed, I hereby elect to voluntarily participate in this Activity knowing that the Activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risk of loss, property damage, or personal injury, up to and including death, which may occur as a result of being engaged in such Activity, while participating in such Activity, while in, on, or upon the premises where the Activity is being conducted or while traveling to, from, and during said Activity.

In consideration of being allowed to participate in the Activity, I waive, release, and discharge MSU and its employees, assigns, agents, and affiliated entities, along with the Board of Trustees of State Institutions of Higher Learning for Mississippi (hereinafter “Releasees”). I agree and covenant that I will not sue any of the Releasees for any liability related to my participation in this Activity, whether caused by negligence, a breach of an express or implied contract, or otherwise. I further 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, which may result from my participation in this Activity and any injuries or loss which may occur. I assume full responsibility for any risks, either anticipated or unanticipated, which may occur as a result of my participation in this Activity.

I further acknowledge that the Releasees, as public entities or employees, do not carry liability insurance for this Activity and that in order to allow this Activity and others like it, it is essential that the Releasees not be subject to liability or such Activity sponsored by the Releasees may not be feasible in future public educational programs offered by the Releasees. I understand that I am fully responsible for any costs, including medical bills, which may be incurred as a result of my participation in this Activity. If at any time it is necessary for me to receive outside or professional medical attention, I hereby give my consent for the Department’s representative to secure appropriate services and arrangement of transportation if deemed necessary. I understand I will be ultimately responsible for the costs of such medical attention or emergency transportation.

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.

IN ACCEPTING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I AM 18 YEAR OF AGE OR OVER, THAT I HAVE READ THE FOREGOING AGREEMENT, THAT I UNDERSTAND IT, AND THAT I ACCEPT THE TERM BY MY OWN FREE ACT. NO ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS OF INDUCEMENT HAVE BEEN MADE TO ME APART FROM THIS WRITTEN AGREEMENT. I EXECUTE THIS AGREEMENT FOR FULL, ADEQUATE, AND COMPLETE CONSIDERATION, FULLY INTENDING TO BE BOUND BY THE SAME.

Signature

PRINT Name

MSU ID #

NetID

PRINT Date

Parent/Guardian Signature (if under 18)

PRINT Parent/Guardian Name