

DEPARTMENT OF RECREATIONAL SPORTS
Joe Frank Sanderson Center

Assumption of Risk and Release

1. In consideration of receiving permission to participate in recreational activities at Mississippi State University, I hereby **release, waive, discharge and covenant not to sue**, the University, the Board of Trustees of State Institutions of Higher Learning of the State of Mississippi, and all of their officers, servants, agents, or employees, (hereinafter collectively referred to as "UNIVERSITY") 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, **even if caused by the negligence of the UNIVERSITY**, while participating in such activity, or while in, on, or upon the premises where the activity takes place.
2. To the best of my knowledge, I am in good physical condition and fully able to participate in recreational activities. I am fully aware of risks and hazards connected with the activity, including the risk of physical injury or even death, and I hereby elect to **voluntarily participate**, knowing that the activity may be hazardous to me and my property. I acknowledge that I have been advised to consult my physician and undergo a health evaluation to determine my fitness for strenuous activity before participating. 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 participating in such activity, **even if caused by negligence of the UNIVERSITY**. I know that the UNIVERSITY does not carry insurance to cover me in this activity.
3. I further hereby **agree to indemnify and hold harmless** the UNIVERSITY from any loss, liability, damage costs, including court cost and attorneys' fees, that they may incur due to my participation in said activity, **even if caused by negligence of the UNIVERSITY**.
4. It is my express intent that this Release shall bind the members of my family and spouse, as well as my heirs, assigns, and personal representative. I further agree that this Release shall be construed in accordance with the laws of the State of Mississippi.

In signing this Release, I **acknowledge and represent that I have read it, understand it, and sign it voluntarily** as my own free act and deed; no oral representations, statements or inducements, apart from this Release have been made; I am at least eighteen (18) years of age and fully competent or, if less than eighteen (18), my parent(s) or legal guardian(s) must also execute this Release; and I **(we) execute this Release for full, adequate, and complete consideration fully intending to be bound by it**.

The Department of Recreational Sports reserves the right to terminate user privileges for not abiding by policies and procedures or misuse of facilities/equipment.

Signature

Print Name

Parent/Guardian Signature

Date

Facility Supervisor (Witness)