

CUMBERLAND UNIVERSITY'S

Waiver Of Policy On Student Travel During University-Related Programs, Events and Competitions

LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This Liability Release, Waiver and Covenant Not to Sue (this "Release and Hold Harmless Agreement") is executed by _____ (*print name*) ("I", "me" or the "Student") whose permanent address is _____ to Cumberland University, a institution of higher education, located in Lebanon, Wilson County, Tennessee (the "University").

By executing this Release and Hold Harmless Agreement, I hereby expressly acknowledge and agree that I have been provided with a copy of the attached Policy on Student to Travel Off-Campus University-Related Events (the "Policy" or the "Policy on University-Related Student Travel") and that I have had an opportunity to read the Policy.

I am requesting a waiver from the Policy on University-Related Student Travel for the following University-Related program, event or competition: _____, to be held in _____, _____ (the "Specific Event"). I am requesting a waiver of the Policy for the Specific Event for one or more of the following reasons [check all that apply]:

- _____ To travel with my parent(s) who is/are coming to/from (circle one or both as applicable) a University-Related Event or Competition (as defined in the Policy on University-Related Student Travel) (this reason referred to hereafter as "Travel with Parents").
- _____ To accompany my parent(s) who will be at the location of a University-Related Event or Competition from one or more locations at the off-campus location (as defined in the Policy on University-Related Student Travel) (said basis also referred as "Travel with Parents").
- _____ To drive my own vehicle for personal reasons, and not to be accompanied by another student at any during travel to, during or at an away program, event or competition (said basis referred to as "Self Transport").

Further, and in connection with said the waiver of University-Related Student Travel, I fully understand and do hereby assume all risk and hazards incidental to my waiver of the University-Related Student Travel and for any and all injury, loss and damage that may occur to me or my property, including death, for any reason whatsoever as a result of, relating to, or arising out of, whether directly or indirectly, my Travel with Parents or my Self Transport.

Accordingly, knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted a waiver from the Policy on University-Related Travel, on behalf of myself, my family, heirs, and personal representative(s), I, the undersigned, agree to assume all the risks and responsibilities surrounding Travel with Parents or Self Transport, and in any activities relating, indirectly or directly, thereto, and, in advance, release, waive, forever discharge, and covenant not to sue the University, its governing board, officers, agents, employees, and any students acting as employees (hereafter called the "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me,

whether caused by the negligence or carelessness of the Releasees, or otherwise, during, related to or arising out of, whether directly or indirectly or any adjunct to, my Travel with Parents or my Self Transport.

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family, spouse, my estate, heirs, administrators, personal representatives, or assigns, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or any third party, arising out of my Travel with Parents or Self Transport.

In signing this Release and Hold Harmless Agreement, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. **I UNDERSTAND THAT THE UNIVERSITY DOES NOT REQUIRE ME TO TRAVEL WITH PARENTS OR TO SELF TRANSPORT.** I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this Release and Hold Harmless Agreement for full, adequate, and complete consideration fully intending to be bound by the same or that I am the parent or legal guardian of the Student .

I further agree that this Release and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee. If any term or provision of this Release and Hold Harmless Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Release and Hold Harmless Agreement the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this Release and Hold Harmless Agreement on this the ___ day of _____, 20__.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

STUDENT/PARENT OR LEGAL GUARDIAN:

WITNESS:

Signature

Signature

Printed Name

Printed Name

ACKNOWLEDGED AND AGREED BY THE FOLLOWING UNIVERSITY OFFICIAL

Signature

Date

Printed Name

Title