

ACTIVITY LIABILITY RELEASE

MARYVILLE COLLEGE

RELEASE AND HOLD HARMLESS AGREEMENT AND CONDITIONS OF PARTICIPATION

THIS IS A LEGAL DOCUMENT, WHICH INCLUDES A RELEASE OF LIABILITY. READ IT CAREFULLY BEFORE SIGNING.

1. I understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in these activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while participating in the activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Maryville College employees and volunteers, other persons involved with and/or participating in the activities. I fully accept and assume all such risks, whether or not identified herein, and assume all responsibility for losses and damages which may suffer as a result of participating in the activities.
2. I understand and accept that participation in these activities may expose me to various risks. Some of the risks, which may be present or occur include, but are not limited to, hazards associated with:
 - traveling by land, sea, or air;
 - changes from my normal level of activity;
 - changes in my diet;
 - unfamiliar environments
 - seeking or obtaining medical treatment or advice
 - theft of or damage to personal property.
3. I hereby assume all risks associated with these activities. I understand that the College is not responsible for any loss or damage I may suffer while participating in these activities and that the College cannot and does not guarantee my personal safety. I further agree that I am solely responsible for my own equipment, supplies, personal property, and effects during the participation of these activities.
4. I understand that these activities may subject me to unusual physical and/or psychological/ emotional exertion, or other physical and/or psychological/emotional stress. I hereby state that I am in sufficient physical and psychological/emotional condition to accept this exertion and stress. I further state that I know of no other reason why I cannot safely participate in this activity or engage in related activities, and that I will not participate in any activity for which I am not physically able or which presents a risk of harm.
5. I understand that if I choose to engage in activities not covered under the travel accident and sickness insurance provided them by Maryville College (including but not necessarily limited to: participation in skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing, pot-holing, zip-lining, cliff jumping, or while riding on a motorcycle) do so at their own risk. In addition, individuals planning to engage in such activities are REQUIRED to show proof of insurance that would fully cover them for these activities in the event of an accident or death prior to departure from the United States. This insurance cost will not be included in the trip price and will be the sole responsibility of the participant.
6. I have freely chosen to participate in this activity.
7. I understand that Maryville College has made the opportunity to participate in these activities available to me in consideration for my execution of this Release. In consideration of and as part payment for the opportunity to participate in these activities, I have and do hereby release and will hold harmless Maryville College and all its officers, employees and agents, from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever, including attorney fees, and specifically including any claim for negligence or negligent acts, which I now have or which may arise out of or in connection with participation in these activities. The terms hereof shall serve as a release, indemnification, and assumption of risk for my heirs, executors, and administrators and for all members of my family, including any minors accompanying me.
8. I understand that while traveling or residing in other states or countries, I will be subject to the laws, rules, and law enforcement procedures of that region rather than those of TN. Any violation of such laws could result in my being detained or otherwise involved with local law enforcement authorities and beyond the control of Maryville College supervision.
9. I understand that I am fully and exclusively responsible for my own behavior.

Participant/Parent/Guardian's Initials _____

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10. I understand that if I discontinue participation in any activity voluntarily for any reason, Maryville College will not be responsible for any refund of fees already paid or cancellation of obligations to pay fees for the duration of the program for which I have enrolled. I have had an adequate opportunity to read and understand the program refund policies, I have had an opportunity to ask questions about them, and any questions I have had have been answered to my satisfaction.
11. I agree to participate fully in all required orientation sessions, lectures, discussions, field studies, and other activities, which are required.
12. I understand that if my conduct during or outside of the activities presents a hazard to other people, the supervisors reserve the right to take appropriate action to protect the activity and its administrators and participants from further disruption of the activities or risks of physical injury, including action to terminate the right to participate in the activities.
13. I understand that the supervisors may provide me with OTC medications and minor first aid as needed; and I hereby release Maryville College, its officers, officials, employees, volunteers, supervisors, students, agents, and assigns from all liability for any bodily injury or damage, including adverse reactions I sustain as a result of any medical care that I receive resulting from my participation in the Program, as well as any medical treatment decision or recommendation made by an employee or agent of Maryville College.
14. I agree that this Release shall be governed by the laws of the state of Tennessee and that the releases set forth herein are intended to be as broad and inclusive as permitted by the laws of the state of Tennessee. If any portion of the Release is held to be invalid, the remainder hereof shall continue in full force and effect.

Prior to signing this document you acknowledge the following.

I have read the foregoing release and agreement; understand that I will give up substantial rights by signing it, including but not limited to, the right to sue and collect damages for personal injury claims, negligence claims, real and personal property claims, and other similar claims; sign it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release and assumption of risk to the greatest extent allowed by law; and agree that if any portion of this release and agreement is held invalid that the remainder shall continue in full force and effect. No oral representations, statements, or inducements, apart from the foregoing written Agreement have been made. This release contains the entire agreement between the parties related to the subjects contained therein.

Participant Date of Birth _____ Participant Signature _____
Printed Name _____ Date _____
Printed Address _____

Parent or Guardian (To be filled in, if participant is less than 18 years of age):

I certify that I am the parent or legal guardian of the above applicant and on my own behalf and, to the maximum extent allowed by law, on behalf of the applicant, I hereby certify and acknowledge that I have read the foregoing release and agreement; understand that I will give up substantial rights by signing it, including but not limited to, the right to sue and collect damages for personal injury claims, negligence claims, real and personal property claims, and other similar claims; sign it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release and assumption of risk to the greatest extent allowed by law; and agree that if any portion of this release and agreement is held invalid that the remainder shall continue in full force and effect. No oral representations, statements, or inducements, apart from the foregoing written Agreement have been made. This release contains the entire agreement between the parties related to the subjects contained therein.

Parent/Guardian Signature _____
Printed Name _____ Date _____
Printed Address _____
