

## RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

### Read Carefully Before Signing this Release and Waiver of Liability

I am voluntarily signing this document and agreeing to all of its terms and provisions in exchange for the opportunity for my child to participate in the following activity or activities (collectively "the Activity"):

The Carson-Newman Spirit Program's clinics or tryouts will involve various activities pertaining to cheer, dance, or mascot. Participants will be partaking in tumbling, stunt/lift building, turning, jumping, dancing, and cheering. These activities will be performed on various surfaces, including gym floor, cheer mats, grass, or turf field.

I understand that participating in the Activity includes some risk of injury to my child, even if precautions are taken. There is some risk that my child's personal property may be damaged or destroyed. Although not a complete list of the risks or dangers involved in the Activity, I understand that some of the risks are injuries from physical or athletic activities. Some of these risks could cause serious injury or death. I voluntarily assume these and all other risks, whether anticipated or not, which may be involved in the Activity.

I waive and release any claim to recover from Carson-Newman University any damages, costs (including attorneys' fees), expenses, or obligations of any kind which I might otherwise have for injuries, illnesses, disabilities, death, or property loss that my child may sustain as a result of or in connection with the Activity. I agree that neither I, nor any person or representative acting on my behalf, will make any claim or bring any suit or action against Carson-Newman University for any injuries to my child or my child's property arising out of the Activity, whether or not caused by the negligence of Carson-Newman University, but this Release does not extend to harm which is intentionally inflicted or caused by gross negligence.

If I or any person acting on my behalf brings an action against Carson-Newman University in connection with a claim which I have agreed to waive and release in this document, I agree to indemnify and hold harmless Carson-Newman University from all damages, costs, and expenses, including but not limited to attorneys' fees and court costs, which Carson-Newman University might incur in defending such an action.

Any reference in this Release to "Carson-Newman University" includes the university and its directors, employees, students, and agents who are connected with the Activity.

I authorize Carson-Newman University to arrange for emergency medical care for my child at my sole expense if that should become necessary during the course of the Activity.

I am making this release and waiver on behalf of my child, myself, and any other parent or legal guardian of my child. I understand this is a legal document and by signing it I am giving up legal rights which I or my child might otherwise have. I intend for this release to be interpreted broadly in favor of Carson-Newman University to the greatest extent allowed by law. If any provision of this document is held to be unenforceable, I intend for every other provision to remain in full force and effect.

**I understand I am responsible to take the time to read this entire document. By signing my name below, I agree to all of the terms and conditions in this document.**

Child's Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Emergency Contact Info: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_