**EQUIPMENT RENTAL AGREEMENT**

**BETWEEN**

**CONTRACTOR**

**AND**

**MIDDLE TENNESSEE STATE UNIVERSITY**

This Equipment Rental Agreement (“Agreement”) is entered into as of the date of the final signature below (“Execution Date”), by and between **MIDDLE TENNESSEE STATE UNIVERSITY** (“Institution”) and **[INSERT NAME OF CONTRACTOR]** (“Contractor”) and shall become effective commencing upon the start date of the contract term as outlined in the Agreement (“Effective Date”). The Contractor and the Institution are sometimes referred to individually as a “party” and collectively as the “parties.”

W I T N E S S E T H:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

1. Contractor agrees to perform the following services: The Contractor agrees to provide equipment and services for the “Event" named “[INSERT NAME OF EVENT]”. The specific details of the Event, including the schedule and timeline, as well as a detailed list of the equipment being rented by the Institution, will be stated in Exhibit A, which is attached hereto, incorporated by reference, and made a part of this Agreement.
2. Payment Terms. **The Institution shall pay the Contractor $[INSERT AMOUNT OF PAYMENT] USD NET 30 upon the completion of all of the following payment prerequisites: (1) full and satisfactory performance of all services under this Agreement (i.e., Institution will not make any advance payment or deposit under this Agreement); and (2) receipt of a conforming invoice at** **invoice@mtsu.edu** **(i.e., invoices sent to any other email address will not be considered received, and no payment will be owed)**. Failure to meet these payment prerequisites may result in delayed or non-processing of payment, and the Institution shall bear no liability for any resulting delay or non-payment. A conforming invoice must include: (1) the Contractor’s full legal name, business address, and a reference to Middle Tennessee State University; (2) a unique invoice number and invoice date; (3) the Institution-issued purchase order (“PO”) number; (4) a detailed description of the goods or services provided, including relevant dates; and (5) the total amount due, itemized if necessary. This Service Fee encompasses all expenses incurred by the Contractor under this Agreement, including, but not limited to, travel, accommodation, meals, and any other ancillary costs, with no additional reimbursements or charges. As a public institution, the Institution is exempt from most Tennessee taxes, including, but not limited to, Tennessee Sales Tax and Tennessee Property Tax. The Contractor is responsible for ensuring that invoices do not include any taxes from which the Institution is legally exempt. A tax exemption certificate will be provided upon request.
3. Compliance for Non-Resident Alien Contractors. If the Contractor is a non-resident alien, payment will not be processed by the Institution until the Contractor has completed and submitted the Institution’s Foreign National Information Form, along with the appropriate documents, including the Internal Revenue Service (IRS) Form W-8BEN.
4. Maximum Financial Obligation. The Institution’s maximum financial obligation (“MFO”) is limited to the Service Fee. This provision establishes the maximum amount the Institution will be required to pay under this Agreement and serves as a limitation of the Institution’s financial liability. Any increase in this maximum financial obligation shall only occur through a written amendment executed by authorized representatives of both parties.
5. Required Approval. The Institution is not bound by this Agreement until it is executed by its authorized official(s). The person signing on behalf of the Contractor represents that they are authorized to enter into this Agreement on behalf of the Contractor named in the Agreement. The parties agree that the Agreement may be executed in counterparts, executed electronically, and transmitted electronically.
6. Term. The term of this Agreement shall commence on [INSERT MM/DD/YYYY] and shall terminate on [INSERT MM/DD/YYYY]. This Term is intended to encompass all obligations associated with this Agreement, including delivery, installation, setup, tear-down, testing, and removal of the rented equipment. If it becomes necessary to adjust the term to adequately accommodate these obligations, the parties will execute a written amendment to modify the term accordingly. Such modifications will ensure that all activities related to the agreement are covered within the extended term.
7. Governing Law and Venue. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee without regard to its conflict of law provisions. Any and all claims against Institution arising under this Agreement shall be submitted to the Claims Commission of the State of Tennessee in the manner prescribed by law. Damages recoverable against Institution shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301, *et seq.*
8. Release of Liability and Hold Harmless Agreement. The parties agree that no person shall be permitted to participate [insert description] without first signing a release of liability and hold harmless agreement (“Release”) protecting the Institution. The institution will require all attendees to sign the appropriate Release prior to their participation in [insert description]. Institution will provide a wristband to all attendees who have signed the Release. The Vendor will instruct any attendee who does not have displayed on their person the approved wristband (indicating they have signed the Release) that they are not permitted to participate without first signing the Institution’s Release.
9. Conflict of Interest. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Agreement. If Contractor is an individual, Contractor warrants that within the past six months he/she has not been and during the term of this contract will not become an employee of the State of Tennessee.
10. Nondiscrimination. The parties shall abide by all applicable Federal and State laws pertaining to discrimination and hereby agree and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of the party on the grounds of classifications protected by Federal or State law.
11. Audit. Contractor shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the Institution or the Comptroller of the Treasury, or their duly appointed representatives.
12. Illegal Immigrants. By its authorized signature on this Agreement, Contractor is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in performance of this Agreement.
13. Iran Divestment Act. The requirements of T.C.A. § 12-12-101 *et seq*., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Agreement. Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to T.C.A. § 12-12-106.
14. Assignment. Contractor shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the Agreement.
15. Debarment and Suspension. Contractor certifies, to the best of its knowledge and belief, that it and its principals:
	1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
	2. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, attempting to obtain, or performing a public (Federal, State, or Local) transaction or embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
	3. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in subsection (ii) of this provision.
	4. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
16. Sales & Use Tax. Contractor certifies that Contractor has either registered with the State of Tennessee’s Department of Revenue for or does not make sales of goods or services that are subject to the collection of, Tennessee sales and use tax, as required by T.C.A. § 12-3-306 and will provide proof of compliance upon request.
17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, employees, and affiliates, from and against any and all claims, liabilities, losses, damages, costs, and causes of action which may arise, accrue, or result to any person (including Institution), firm, corporation or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, subcontractors, or any person acting for or on its or their behalf relating to this Agreement. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of the Contractor to the Institution. In the event of any such suit or claim, the Institution shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor’s own defense thereof and shall provide all assistance required by the Institution in the Institution’s defense. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Institution in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.
18. Rider Compliance**.** The Institution will make its best efforts, in accordance with reasonable and industry standards, to adhere to any rider provided by the Contractor, including but not limited to technical riders, so long as it does not conflict with the terms of this Agreement. The Contractor is responsible for providing all up-to-date and complete rider details, including technical requirements and equipment needs, prior to the event. Failure to do so will result in the Contractor bearing any additional costs necessary to procure or adjust equipment or fulfill other rider provisions. The Institution shall only be bound by the terms of a rider if it has been expressly reviewed, agreed to in writing, and incorporated into this Agreement.
19. Insurance.
	1. General Insurance Requirements. The Contractor shall maintain insurance coverage as specified in this Section. The Institution reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Agreement. The Contractor’s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Agreement. If the Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall immediately notify the Institution. The Contractor shall maintain workers’ compensation coverage or a self-insured program as required under Tennessee law. All insurance companies providing coverage must be: (a) acceptable to the Institution; (b) authorized by the Tennessee Department of Commerce and Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the Institution. The Contractor agrees to name the Institution as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Agreement.
	2. Specific Coverage Provisions. To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Agreement is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), the Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the Institution is otherwise named as an additional insured.
	3. Certificate of Insurance and Proof of Coverage. The Contractor shall provide the Institution a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be provided to the Institution on the standard ACORD form. The COI must list each insurer’s National Association of Insurance Commissioners (“NAIC”) number and be signed by an authorized representative of the insurer. The COI must list Middle Tennessee State University, 1301 East Main Street, Murfreesboro, TN 37132-0001 USA as the certificate holder. The Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. The Contractor shall provide the Institution evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor’s policy. At any time, the Institution may require the Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Agreement. If the Contractor self-insures, then a COI will not be required to prove coverage. Instead, the Contractor shall provide a certificate of self-insurance or a letter, on the Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The Institution reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.
	4. Notification and Documentation Requirements. The Institution agrees that it shall give written notice to the Contractor as soon as practicable after the Institution becomes aware of any claim asserted or made against the Institution, but in no event later than thirty (30) calendar days after the Institution becomes aware of such claim. The failure of the Institution to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the Institution in any legal matter, as the right to represent the Institution is governed by Tenn. Code Ann. § 8-6-106.
	5. Comprehensive Insurance Requirements. The insurance obligations under this Agreement shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the Institution. No representation is made that the minimum insurance requirements of the Agreement are sufficient to cover the obligations of the Contractor arising under this Agreement. **The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits:**
		1. Commercial General Liability Insurance. The Contractor must maintain Commercial General Liability Insurance with the following coverage levels:
			1. A minimum of $1,000,000 per occurrence limit for liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
			2. A minimum of $3,000,000 general aggregate limit for all covered occurrences within the policy period.
20. Termination for Convenience. The Institution may terminate this Agreement, in whole or in part, without cause for any reason. Termination under this Section shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least thirty (30) days written notice before the effective termination date. Notice shall be given in accordance with the notice provision of this Agreement. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount based upon such termination.
21. Termination for Cause. If the Contractor fails to perform its obligations under this Agreement in a timely or proper manner, or if the Contractor violates any terms of this Agreement (“Breach Condition”), the Institution shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed goods and/or services. The Institution will provide notice of termination where feasible; however, if the breach occurs on the day of the scheduled event or under circumstances where providing advance notice is impractical, the Institution may proceed with immediate termination and provide notice as soon as reasonably possible under the circumstances. At its discretion, the Institution may allow the Contractor a specific period to cure the breach before termination becomes effective. Termination does not relieve the Contractor of liability for damages sustained by the Institution due to the breach, and the Institution retains all rights to seek additional remedies as allowed by applicable law.
22. Force Majeure. Should an event, including but not limited to, war, act of God, extreme weather, riot, or natural disaster, beyond a party’s reasonable control occur, that party will be excused from performing its obligations (including any payment obligations) under this Agreement, under the following conditions: (1) The affected party must promptly notify the other party of the occurrence (in accordance with the Notice provision of this Agreement), its effect on performance, and the anticipated duration of its impact, and (2) the affected party shall provide updates as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume performance under this Agreement. Upon occurrence of such an event, the parties may mutually elect to reschedule the affected event, but neither party is obligated to agree to such rescheduling. Should neither party elect to reschedule the event following a force majeure event, this Agreement shall be considered void, and neither party will have further obligations to the other under this Agreement.
23. Notice.
	1. For a notice or other communication under this Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, (3) by registered or certified mail, return receipt requested and postage prepaid, or (4) by electronic mail (email), with confirmation of receipt (such as a manual reply or read receipt).
		1. Subject to sub-section (d) below, a valid notice or other communication under this Agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
			1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt;
			2. if it is sent by email, upon the sender receiving a reply email from the recipient acknowledging receipt, or, in the absence of such a reply, proof that the email was sent to the correct email address and not returned as undeliverable;
			3. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
		2. For a notice or other communication to a party under this Agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Contractor: Notices to the Contractor shall be sent to the Contractor's last known email address or physical address as provided by the Contractor to the Institution at the time of contract execution or as later updated by written notice to the Institution.

Institution: Middle Tennessee State University

1301 E. Main St.,

Cope Admin. Bldg., Ste. 114 Murfreesboro, TN 37132

ATTN: Contract Office – Notice

E-mail: Sherry.Preston@mtsu.edu with a copy to Zach.Lebarts@mtsu.edu

* + 1. If a notice or other communication addressed to a party is received after 4:30 p.m. CST on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 8:00 a.m. CST on the next business day.
1. Entire Agreement. This Agreement, together with any attachments, appendices, addendums, schedules, and exhibits that are physically attached, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties. Any subsequent changes or additions to this Agreement, including additional terms and conditions in any related documentation or correspondence, will only be considered part of this Agreement when they are formally attached to it and agreed upon in writing by both parties. Furthermore, it is expressly agreed that any terms and conditions maintained by the Contractor on its website, software, invoices, or any other documents external to this Agreement do not apply to the Institution and are not part of this Agreement unless specifically attached to and made a part of this Agreement as agreed by both parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

**CONTRACTOR MIDDLE TENNESSEE STATE UNIVERSITY**

Signature: Signature:

Printed Name: Printed Name: Drew Harpool

Title: Title: Interim Vice President, Business and Finance

Date: Date:

**EXHIBIT A**
**EVENT DETAILS**

This Exhibit A is incorporated by reference into the Equipment Rental Agreement.

1. **Event Overview**
	1. **Event Title:** [INSERT TITLE]
	2. **Date(s):** [INSERT DATE(S)]
	3. **Location:** [INSERT LOCATION]
2. **Description of Services provided by Contractor**: [insert description of services being provide by Contractor; insert equipment being rented in “Equipment Rental List” below]
3. **Rental Equipment List.** The Institution is renting the following equipment from the Contractor under this Agreement:

[insert detailed list of all equipment being rented by MTSU for this event for this Contractor]

1. **Schedule of Events**: Below is the anticipated timeline of activities for the Event. The schedule is subject to reasonable modifications as mutually agreed upon by both parties.

| **Time** | **Activity** | **Location** | **Notes** |
| --- | --- | --- | --- |
| [HH:MM AM/PM] | [Activity Description] | [Location] | [Additional Notes] |
| [HH:MM AM/PM] | [Activity Description] | [Location] | [Additional Notes] |
| [HH:MM AM/PM] | [Activity Description] | [Location] | [Additional Notes] |
|  |  |  |  |

1. **Technical & Logistical Requirements**
2. **Setup and Tear-down Schedules:** [Specify setup times and any special considerations for each equipment piece, such as power requirements and space needs; if N/A insert N/A]
3. **Responsibility for Transportation and Delivery:** [Specify who is responsible for transporting and delivering the equipment to and from the event site, including timing for these activities; if N/A insert N/A]
4. **Installation and Dismantling:** [Clarify responsibilities for the installation and dismantling of the equipment, and whether contractor personnel will be on-site to supervise; if N/A insert N/A]
5. **Inspection and Acceptance:** [Define procedures for inspecting the equipment upon delivery and prior to event commencement to ensure operational readiness; if N/A insert N/A]
6. **Operational Support:** [Specify if technical staff or operators are required and provided for the equipment; if N/A insert N/A]
7. **Safety Measures:** [Detail any necessary safety protocols and equipment, such as barriers, signage, and first aid provisions; if N/A insert N/A]
8. **Training and Instructions:** [Indicate if training or specific instructions are provided for the safe operation of the equipment; if N/A insert N/A]
9. **Communication Protocols:** [Outline the communication channels and contact points for day-of-event coordination, including handling equipment malfunctions or other issues; if N/A insert N/A]
10. **Post-Event Procedures: [**Specify procedures for post-event breakdown, including timelines for equipment removal and site cleanup responsibilities. Include details on final inspections to ensure that all equipment is returned in the same condition as it was delivered; if N/A insert N/A]
11. **Additional Notes: [**Please list any special considerations, accommodations, or additional requirements for the equipment and activities at the Event. If there are none, please insert “N/A”.]

***AGE 18 AND OVER*** RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

By signing below, I acknowledge that I have voluntarily decided to participate in the [INSERT NAME OF EVENT] (“Activity”), organized by Middle Tennessee State University (“MTSU”), currently scheduled for [INSERT DATE(S) OF EVENT]. I understand that the date of the Activity is subject to change, and I agree that this waiver shall apply to my participation on any new date the Activity is held. I have reached the age of majority, and I am competent to make this decision for myself.

Assumption of Risk and Release of Liability: I understand that the Activity involves certain risks, hazards and conditions that may be dangerous to life, limb and property and that can arise in an incalculable variety of unforeseen or foreseeable ways, which may include: bodily injury, death or property damage. I am participating in the Activity with knowledge of the dangers involved and agree to assume the risks associated therewith. I collectively and individually release and agree to indemnify and hold harmless MTSU, its Board of Regents, officers, employees, agents, representatives, volunteers and assigns (“Releasees”) to the fullest extent allowed by law from all rights, claims, demands and damages of any kind, known or unknown, existing or arising in the future resulting from or related to my participation in the Activity. This release will also prevent my family from suing Releases and binds my spouse, if I have one, my estate, siblings, parents, heirs, personal representatives and assigns.

Medical Release: I am not suffering from any medical condition, impairment, or disease that would prevent my safe participation in the Activity. I have disclosed any and all of my medical conditions to the administrators of the Activity. I will use care for my own safety and well-being. I have not been advised by a physician or any other health care provider to limit my participation in activities such as the Activity. I assume responsibility for my participation in the Activity and injury while participating in the Activity.

If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect.

**I HAVE READ AND UNDERSTAND THIS RELEASE AND HOLD HARMLESS AGREEMENT IN ITS ENTIRETY AND VOLUNTARILY SIGN SAME, WITHOUT RELIANCE ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, EXPRESS OR IMPLIED BY ANY PARTY WHATSOEVER.**

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***AGE 17 AND UNDER*** RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

By signing below, I (“Participant”) acknowledge that I have decided to participate, and I/we (“Parent”) give permission for the Participant to participate in the [INSERT NAME OF EVENT] (“Activity”) at Middle Tennessee State University (“MTSU”), currently scheduled for [INSERT DATE(S) OF EVENT]. I/we understand that the date of the Activity may change, and this permission shall apply to any rescheduled date on which the Activity occurs. Parent’s agreement to allow Participant to participate in the activity is entirely voluntary. Parent is the duly authorized guardian or parent of Participant and has full and exclusive authority to make the agreements contained herein.

Acknowledgement of Risk and Release of Liability: Participant and Parent (collectively “we”) understand that the Activity involves certain risks, hazards and conditions that may be dangerous to life, limb and property and that can arise in an incalculable variety of unforeseen or foreseeable ways, which may include: bodily injury, death or property damage. Participant is participating, and Parent gives permission for Participant to participate, in the Activity with knowledge of the dangers involved and we agree to assume the risks associated therewith. We collectively and individually release and agree to indemnify and hold harmless MTSU, its Board of Regents, officers, employees, agents, representatives, volunteers and assigns (“Releases”) to the fullest extent allowed by law from all rights, claims, demands and damages of any kind, known or unknown, existing or arising in the future resulting from or related to Participant’s participation in the Activity. This release will also prevent our family from suing Releases and binds our spouse, if we have one, our estate, siblings, parents, heirs, personal representatives and assigns.

Medical Release: Participant is not suffering from any medical condition, impairment, or disease that would prevent his/her safe participation in the Activity. We have disclosed any and all of medical conditions to the administrators of the Activity. We will use care for Participant’s own safety and well-being. We have not been advised by a physician or any other health care provider to limit Participant’s participation in activities such as the Activity. We assume responsibility for Participant’s participation in the Activity and injury while participating in the Activity.

If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect.

**I HAVE READ AND UNDERSTAND THIS RELEASE AND HOLD HARMLESS AGREEMENT IN ITS ENTIRETY AND VOLUNTARILY SIGN SAME, WITHOUT RELIANCE ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, EXPRESS OR IMPLIED BY ANY PARTY WHATSOEVER.**

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| PARTICIPANT NAME | PARTICIPANT SIGNATURE | PARENT NAME | PARENT SIGNATURE | DATE |
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