

**RELEASE AND WAIVER OF LIABILITY  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT  
MEDICAL CONSENT**

Baja SAE Collegiate Design Series,  
Tennessee Tech University's Hyder-Burks Agricultural Pavilion,  
April 11<sup>th</sup> – 14<sup>th</sup>, 2019

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted by Tennessee Tech University, its entities, including but not limited to its divisions, affiliates, directors, agents, attorneys, employees, insurers, assignees, fiduciaries, administrators, trustees, and legal representatives, or any TTU affiliated organizations, or any organization formed or sanctioned by TTU (collectively "TTU") to compete, officiate, observe, work, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), THE UNDERSIGNED, for himself/herself and his/her heirs, executors, administrators, attorneys, assigns, personal representatives, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE TTU FROM ALL LIABILITY TO THE UNDERSIGNED FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF TTU OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS TTU FROM ANY LOSS, LIABILITY, DAMAGE, OR COST TTU may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF TTU OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT (S) whether caused by the NEGLIGENCE OF TTU or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF TTU.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by TTU, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. HEREBY grants TTU permission to authorize emergency medical treatment, if deemed necessary by TTU or medical personnel.
8. HEREBY agrees that TTU assumes no responsibility or liability for any injury or damage which might arise out of or in connection with such authorized medical emergency treatment and further states that he/she has adequate health insurance necessary to provide for and pay for any medical costs that he/she may incur during or arising from his/her participation in this activity.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND MEDICAL CONSENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**RELEASE AND WAIVER OF LIABILITY  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT  
MEDICAL CONSENT**

Signature Page 1

1.) \_\_\_\_\_  
(Name – Please Print)

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(Signature and Date)

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(Signature and Date)

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(Witness – Please Print)

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(Signature of Witness and Date)

7.) \_\_\_\_\_  
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(Signature and Date)

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(Signature and Date)

**RELEASE AND WAIVER OF LIABILITY  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT  
MEDICAL CONSENT**

Signature Page 2

12.) \_\_\_\_\_

(Name – Please Print)

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(Signature and Date)

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20.) \_\_\_\_\_

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(Signature and Date)