

## Service Learning and Community Service

# RELEASE/HOLD HARMLESS AGREEMENT

I hereby acknowledge that I am fully aware of the risks and hazards, including the risks of physical injury and even death that are inherent in service activities. Service activities, include but are not limited to: working with people; participating in sports and recreation activities; cleaning and maintenance projects; preparing and serving food; other service activities, and transportation to and from service work sites ("Activity" or "Activities"). I hereby elect to voluntarily participate in said Activity, knowing that the Activity may be hazardous to my property and me. I understand that Southwest Tennessee Community College (the "Institution") does not require me to participate in this Activity. I voluntarily assume all risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an Activity, whether caused by the State of Tennessee, the Tennessee Board of Regents, or Southwest Tennessee Community College or otherwise, to the fullest extent allowed by law. I further hereby knowingly and intentionally WAIVE ANY AND ALL CLAIMS, OF WHATSOEVER KIND OR NATURE, against the State of Tennessee, the Tennessee Board of Regents, Southwest Tennessee Community College, their officers, agents or employees ("Releasees") which may arise out of this Activity, whether caused by the negligence of Releasees or otherwise, to the fullest extent allowed by law.

I assure officials of the Institution that there are no health-related or other reasons or problems which preclude or restrict my participation in this Activity. I assure officials of the Institution that I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in this activity.

I hereby AGREE TO INDEMNIFY AND HOLD HARMLESS Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees that I may incur due to my participation in said Activity, whether caused by the negligence of Releasees or otherwise, to the fullest extent allowed by law.

I specifically acknowledge that in performing these activities, I am doing so in the status of a server/volunteer for the community agency, and not a server/volunteer, employee or agent of Southwest Tennessee Community College or the Southwest Tennessee Community College Office of Service-Learning and Civic Engagement. I further waive any and all claims which may arise from such service Activities, acknowledge that workers compensation benefits are not extended to me in my capacity as a server/volunteer and hold Southwest Tennessee Community College or the Southwest Tennessee Community College Office of Service-Learning and Civic Engagement harmless from any of my negligent acts. I further state that I am not in any way an employee of Southwest Tennessee Community College or the Southwest Tennessee Community College Office of Service-Learning and Civic Engagement in any capacity.

In consideration for receiving permission to participate in the Activity, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Releasees from any and all actions, cause of action, claims, demands, damages, costs, loss of service, expenses and compensation arising out of, on account of, related to, or in any way connected with my participation in such Activity, while in, on or upon the premises where the Activities are being conducted, regardless of whether such loss is caused by the negligence of the Releasees, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. It is my express intent that this Release/Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named Releasees.

I hereby agree that this Release/Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee and that any mediation, suit, or other proceeding must be filed or entered into only in Tennessee. I further agree to all comply with all Rules and Regulations set forth by the State of Tennessee, the Tennessee Board of Regents, Southwest Tennessee Community College, and the Southwest Tennessee Community College Office of Service-Learning and Civic Engagement.

### THIS IS A RELEASE. READ BEFORE SIGNING.

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing Release/Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

- I am at least eighteen (18) years of age and fully competent; and I execute the Release/Hold Harmless Agreement for full, adequate and complete consideration fully intending to be bound by the same.
- I am under eighteen (18) years of age, and consent to have my parent (s) / Guardian(s) to act on my behalf.

I parent/ guardian of \_\_\_\_\_ execute this release for full, adequate and complete consideration fully intending to be bound by the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand on this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Name of student (Print) / Student signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of parent or guardian (Print) / Signature

\_\_\_\_\_  
Date