

## **WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION**

(To be used in conjunction with FAC-P004)

In consideration of me being permitted to participate in any way with the "Activities" involved in construction or modification as detailed in the Clarksville Montgomery County School System (Hereinafter "CMCSS") Procedure FAC-P004, on property owned, leased, or under general supervision of CMCSS, I agree:

1. I understand the nature/dangers of **any activities** surrounding or having to do with the construction/modification and believe that I am qualified to participate in such Activity. I further acknowledge that I am aware the activities will be conducted on grounds open to the students and employees of CMCSS during the Activity. I further agree/warrant that if at any time I believe conditions to be unsafe, I will immediately cease further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) **Construction Type** Activities surrounding the construction/modification of facilities on CMCSS property may involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place. Or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY AND DEATH** incurred as a result of my Participation in the Activity.
3. **I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE CLARKSVILLE MONTGOMERY COUNTY SCHOOL SYSTEM**, their unions, clubs (sports and otherwise), respective administrators, board members, faculty, agents, officers, volunteers, and employees, other participants, and if applicable, any county employees, sponsors or advertisers.(each considered one of the "Releasees" herein) from all liability, claims demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releasees named above, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY TENNESSEE LAW AND ANY OTHER APPLICABLE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project and Location

**PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT**

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such "activity". I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or cost any Releasees may incur as the result of any such claim.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project and Location

\_\_\_\_\_  
Parent's Signature  
(If under 18)

\_\_\_\_\_  
Parent's Print Name