

ASSUMPTION OF RISK,
RELEASE OF CLAIMS, AND HOLD HARMLESS
IMPORTANT! THIS FORM MUST BE COMPLETED FOR PARTICIPATION

I, the undersigned Participant, desire to voluntarily participate in the Staff Athletics Program coordinated by The Vanderbilt University (“Vanderbilt”). The Staff Athletics Program shall take place from July 1, 2024, and continue through fiscal year 2025. Participants of the Staff Athletics Program may voluntarily elect to take part in various physical activities including kickball, cornhole, and volleyball amongst other physical and social activities (individually and collectively “activity”).

Participant hereby attests they have voluntarily elected to participate in the Staff Athletics Program. Participant understands their participation is wholly separate and apart from their job duties, functions, or requirements. Participant understands their participation is in their individual capacity and shall have no bearing or effect on their job. Any and all participation in the Staff Athletics Program shall occur outside of Participant’s normal working hours. As participation is solely in Participant’s individual capacity and on Participant’s individual time, Participant does not need approval from Vanderbilt to participate in the Staff Athletics Program.

Participant understands Vanderbilt does not guarantee Participant’s safety during participation in the activity and there are inherent risks of property damage and personal injury to Participant and others that may result from participation. The specific risks may range from minor injuries (e.g., scratches, bruises, and cuts) to catastrophic injuries (e.g., paralysis, and death). Participant understands that injuries or outcomes may arise from Participant’s own or others’ intentional actions, inaction, or negligence; conditions related to any travel or other aspects of participation in the activity; or the condition of the location or premises where the activity is taking place.

Participant understands Vanderbilt, in its sole discretion, may terminate Participant’s participation in the activity at any time, without notice or cause.

Participant voluntarily assumes the risks related to infectious disease, personal injury, or property damage, by voluntarily participating in this activity. Participant also acknowledges that it is Participant’s responsibility to take precautions to safeguard Participant’s health and safety. Participant understands the rules and regulations of the activity and of Vanderbilt are designed for the safety and protection of all participants, and Participant hereby agrees to abide by these rules and regulations.

Furthermore, in consideration of Vanderbilt offering this opportunity to participate in this activity, Participant agrees to and hereby does release from fault and discharge Vanderbilt and its trustees, agents, officers, employees, representatives, and servants (the “Parties”) against loss (including reasonable attorneys’ fees), from claims, demands, rights, or causes of action of any kind or nature (“Claims”) to the extent arising from the negligent acts or omissions of Vanderbilt and relating to Participant’s participation in the activity. Without limitation, Claims include those at any time made or brought by Participant, or by any other person having a legal interest thereof, arising from or by reason of known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by Participant as a consequence of, or injuries in connection with, the activity. Further, Participant agrees to indemnify and hold harmless the Parties from Claims relating to participation in the activity.

Participant attests that Participant is physically and mentally capable to participate in the activity. Further, Participant attests that Participant has adequate insurance to cover any injury or damage Participant may cause or suffer while participating in the activity; or alternatively, agrees to solely bear the costs of such injury or damage, including but not limited to costs of medical care and lost wages. If Participant should suffer an injury or illness while participating in this activity, or any other activity associated with the Staff Athletics Program, Participant

authorizes the Parties to use their discretion for transport to a health care facility and Participant takes full legal and financial responsibility for that action and for payment of all care Participant may receive.

Participant further grants and conveys unto Vanderbilt any right, title and interest in any and to all photographic images and video or audio recordings and all copies thereto made of Participant by Vanderbilt during participation in the activity, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or records. Participant understands Vanderbilt may use such images or recordings for educational or promotional purposes.

This agreement is intended to be as broad and inclusive as permitted by the state of Tennessee. If any portion of this agreement is held to be invalid, then any such holding shall not affect the validity of the valid portions. This agreement will be construed in accordance with Tennessee law, and Participant agrees to submit to jurisdiction and venue in the state courts of Davidson County, Tennessee.

CAUTION: READ BEFORE SIGNING

By signing below, I Participant acknowledge that I am 18 years of age or older and understand that I am entitled to have an attorney of my own choosing to review the release prior to signing. I have read the foregoing in its entirety and understand that I am signing an assumption of risk, release of claims, and hold harmless resulting from my participation in this activity.

Signature

Date

Name

Title

Email

Address

Address

***A copy of this agreement will be provided via the email address listed above.**