## VANDERBILT UNIVERSITY ATHLETICS DEPARTMENT PARTICIPATION AGREEMENT FOR MINORS AND RELEASE OF LIABILITY

Activity Name:	
Date(s):	Location:

The Vanderbilt Athletics department (hereinafter "Vanderbilt") sponsors various activities for youth to participate in at its sporting events. My child wishes to participate in the above activity. I understand that as a participant, my child will be engaging in recreational and physical activities which contain an inherent risk of injury, property damage or loss, or death. I assume the risk for my child by allowing him/her to voluntarily participate in the activity.

I understand and agree that Vanderbilt, and its students, volunteers and staff; (collectively referred to as "Parties") accepts no responsibility for my child's acts or the acts of others while participating in this activity. I will not seek to hold the Parties liable for any injuries incurred by my child in connection with the activity whether caused by equipment or the acts or omission of others except damage or injury solely caused by the negligence of the Parties or their employees, students or agents.

Furthermore, in consideration of Vanderbilt allowing me my child to participate in this activity, I do agree to and hereby do release, discharge, and hold forever harmless and indemnify the Parties, their trustees, agents, officers, servants, and employees against loss from any and all claims, demands, rights, or causes of action of any kind or nature that may hereafter at any time be made or brought by me or anyone on my or my child's behalf, or by any other person having a legal interest therein, arising from or by reason of any and all known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by my child in consequence of any accident or injuries on the premises of the Parties, or in connection with the activity, except such liability or claim of liability as may result from gross negligence on the part of the Parties. Said indemnification shall include, but not be limited to, court costs and reasonable attorneys' fees. Furthermore, I agree to indemnify Vanderbilt for any loss or damage to the premises, facilities, or equipment of the Parties caused by my child.

If my child should suffer an injury or illness while participating in the activity, I authorize the employees of Vanderbilt to use their discretion to transport or have my child transported to an appropriate health care facility and I take full legal and financial responsibility for that action.

I further grant and convey unto Vanderbilt all right, title and interest in any and to all photographic images and video or audio recordings and all copies thereto made by Vanderbilt during my child's participation in the activity, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or records. I hereby release and

discharge the Parties from any and all claims and demands arising out of or in connection with the use of such photographs, videos, motion pictures and/or recordings.

**Vanderbilt Protection of Minors Provision**: Vanderbilt University personnel adhere to Tennessee state law on mandatory reporting of actual or suspected child abuse. In addition, to external reporting, Vanderbilt has a mandatory internal child abuse reporting procedure. If you have reason to believe abuse or inappropriate behavior has occurred concerning a minor participating in a Vanderbilt University program, please consult the program director, or Risk Management (615-936-5935), or report via the Vanderbilt hotline at 844-814-5935. The Tennessee Child Abuse reporting hotline number is 877-237-0004.

## **CAUTION: READ BEFORE SIGNING**

By signing below, I acknowledge that I am 18 years of age or older and the parent or legal guardian of the minor participant. I understand that I am entitled to have an attorney of my own choosing review this release prior to signing. I have read the foregoing Release in its entirety and understand that I am signing a complete and perpetual release and bar to any and all claims of ordinary negligence as defined above resulting from my child's participation in this activity. I UNDERSTAND AND AGREE THAT THE ABOVE TERMS AND CONDITIONS APPLY EQUALLY TO MY MINOR CHILD AND TO MYSELF.

Date:	Participant's Name:		
Address:	Phone:		
Date:	Signature of Parent/Legal Guar	rdian: Child's D.O.B.:	
Emergency Co	ontact Name:		
Relationship:_	Em	Emergency Contact Phone:	