MISSISSIPPI STATE UNIVERSITY, Bagley College of Engineering

Waiver and Release

This is a Release of Legal Rights -- Read and Understand **BEFORE Signing**

_____, (Name of Participant) will be participating in the Summer Engineering Academies at Mississippi State University sponsored by the Bagley College of Engineering K-12 Outreach Office during May 2019-August 2019.

I am fully aware of the risks and hazards connected with the Activity, and I hereby elect to voluntarily participate in said Activity. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY 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 Activity, or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted or while in transit during and to and from said Activity.

In consideration of the right to participate in the Activity, I hereby **COVENANT NOT TO SUE**, and further **RELEASE, WAIVE, and DISCHARGE** Mississippi State University and all affiliated entities, the Board of Trustees for the State of Mississippi's Institutions of Higher Learning, the State of Mississippi, their officers, servants, agents, and employees (hereinafter "**RELEASEES**") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF OR A BREACH OF ANY EXPRESS OR IMPLIED CONTRACT BY THE RELEASEES**, or otherwise, arising out of my participation in this Activity.

I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the Releases from any loss, liability, damages, or costs, including, but not limited to, court costs and attorney's fees, that may result from my being allowed to participate in this Activity. I further acknowledge that the Releases, as public entities or employees, do not carry liability insurance for this Activity and that in order to allow this Activity and others like it, it is essential that the Releases not be subject to liability or such Activities sponsored by the Releases may not be feasible in future public educational programs offered by the Releases.

It is my express intent that this agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative if I am not alive, and this Agreement shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above Releases. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

I understand that if at any time it is necessary for me to receive outside or professional medical attention, I hereby give my consent to the camp to secure the services and arrangement transportation if deemed necessary.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing agreement, that I understand it, that I sign it voluntarily as my own free act and deed, and that no oral or written representations or statements of inducements, apart from the foregoing written agreement, have been made. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

_____ _____

Signature of Participant/Date

Signature of Parent or Guardian/Date
Required if under 18 years of age