Release and Indemnity Agreement

SOUTHERN ADVENTIST UNIVERSITY

As a student, employee, or volunteer of Southern Adventist University ("the University"), I desire to be allowed to accompany and participate in the following activity:

Activity Description & Department: Breakout Games Escape Rooms
Dates of Event/Activity: Saturday, July 26, 2025 after sundown
,
Location of Event/Activity: 7540 East Brainerd Road, Chattanooga, TN

Although one or more employees/students of the University may be in charge of the activity, the exposure for risks and harm may be greater than and different from those, which may be anticipated during activities on the University campus. I also recognize that it is not possible to closely supervise and control the activities of those participating in this activity. In consideration of the University permitting me to participate in the above-described activity, I hereby assume the risk of injuries to my person and property while engaged in the activity and release and discharge the University and its officers, directors, employees, and agents from any claims, cause of action, costs, obligations and financial responsibility resulting from or arising out of any incident, injury or accident occurring while I am attending or participating in any such activity, EXCLUDING INTENTIONAL ACTS OR ACTS OF GROSS NEGLIGENCE.

If the University is held financially responsible to the undersigned for any such incident, injury, or accident, I hereby agree to indemnify and hold the University harmless from any such responsibility, including cost, damages, and attorney's fees incurred by the University.

I will cooperate with those in charge of the activity at all times and will follow the guidelines, if any, set forth for the activity.

I agree to maintain health insurance coverage for myself during, and agree to notify a University representative supervising any such activity of any physical or medical limitations or conditions that will require special assistance or attention. I further authorize supervising University personnel to consent to emergency medical treatment on my behalf, and I hereby release the University and its representatives from liability for any such treatment, its result, or its cost.

Please list any allergies or past/present physical conditions that could limit your participation in any way.

If permitted, and in consideration for being allowed to drive myself to and from the location identified above, I acknowledge, understand, and consent that doing so is at my own discretion and my own risk. By signing this Release, Indemnification, and Waiver ("Waiver"), I knowingly and voluntarily agree to fully release, indemnify, and hold harmless Southern Adventist University, its parents, subsidiaries or other affiliates, and its officers, directors, employees, volunteers, and agents (collectively "Releasees") from any and all liability, claims, demands, actions, causes of action, costs, damages, interest, obligations, attorneys' fees and any other financial responsibility or liability of any kind or nature whatsoever arising out of or related to any loss, damage, or injury, including death, in any way connected with my decision to voluntarily drive myself to the aforementioned course, activity, or event, regardless of how any such legal liability arises, including arising from a third-party or third-parties (e.g., a passenger or any individual or entity holding a passenger's claim, a pedestrian, a motorist, a property holder, etc. . .).

I covenant and agree that my vehicle is properly insured and that, in the event of a loss, the carrier of the vehicle will be the insurer against the loss with myself, my family members, or my spouse as the insured.

I agree that my vehicle is in good repair and maintained properly and covenant to exercise proper safety precautions and to abide by all traffic laws.

NO CHANGES TO THIS FORM SHALL BIND THE UNIVERSITY UNLESS APPROVED BY THE DIRECTOR OF RISK MANAGEMENT.

SOUTHERN ADVENTIST UNIVERSITY

Date

I agree, for myself and my successors, that the above representations and agreements are contractually binding and are not mere recitals. I agree that my failure or refusal to sign other such agreements or releases shall in no way affect the validity of this agreement nor revoke or cancel any of the terms of this agreement. I agree not to bring any suit in violation of this agreement. I, or any of my successors, shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against any such claim or suit.

I affirm that I have read and fully understand this Waiver as set forth above and have had the opportunity to ask any questions that I might have regarding its contents and have done so.

I agree and voluntarily consent to be bound by its contents by signing below.



Complete if Participant is a Minor

PARENT OR GUARDIAN of a minor: I, as parent or guardian of the above-named minor, hereby give my permission for my child or ward to participate in the above-named event, and further agree, individually and on behalf of my child or ward, to the terms of the above, specifically agreeing not to participate in any lawsuit against Southern Adventist University, its officers, directors, employees, and agents.

Print name of Parent or Legal Guardian

Signature of Parent or Legal Guardian