

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, my name, in consideration of the opportunity to participate in the VMA 5k Zombie Run at University of Tennessee at Chattanooga Campus (the "Activity") acknowledge the risk of accident, injury, or death inherent in participation in the Activity, which may include, but are not limited to, walking, jogging, running, jumping and other 5K activities. I agree that The University of Tennessee at Chattanooga (the "University") and sponsors or vendors will not be responsible or liable for any personal injury, including death, to me or damage to my property, unless negligently caused by employees of the University or sponsors or vendors. I acknowledge that any claims for personal injury, death, or property damage resulting from the negligence of University employees must be submitted to the Claims Commission for the State of Tennessee in accordance with T.C.A. Section 9-8-307, et seq., as amended. I assume liability for and agree to indemnify and to hold the University and its trustees, officers, and employees harmless for all claims or damages caused, in whole or in part, by me and any negligent, intentional, or other act or omission on my part. I assume liability for and agree to indemnify and to hold sponsors or vendors and their respective owners, officers, and employees harmless for all claims or damages caused, in whole or in part, by me and any negligent, intentional, or other act or omission on my part.

I agree to abide by all regulations, policies, and procedures of the University and [sponsors or vendors while in or on the premises where any Activity is being conducted, following all instructions and procedures in order to maintain a maximum level of safety. Furthermore, I give the University permission to transport me by bus or van to an off-campus site or facility, if needed.

I acknowledge that my participation in the Activity wholly voluntary. I understand that there is no medical insurance policy carried by the University or sponsors or vendors on my behalf and that I am solely responsible for obtaining necessary medical insurance, or other applicable insurance, related to my participation in the Activity.

I also give permission for any emergency medical care or treatment by a physician, surgeon, hospital, or medical care facility that may be required, and accept responsibility for all costs of such care. I agree that the University and sponsors or vendors shall have no responsibility or liability for any costs incurred in any medical care that I may require related to the Activity.

I understand that there is no professional liability policy carried by the University or sponsors or vendors on my behalf and that I am solely responsible for obtaining necessary professional liability insurance, or other applicable insurance, related to my participation in the Activity.

I am above the age of 18, or my parent or guardian is above the age of 18, and have read the above statement and agree to the conditions set forth herein. This Agreement binds the members of my family and spouse, and my estate, heirs, administrators, personal representatives, assigns, and any other person entitled to act on my behalf. This Agreement shall be construed under the laws of the state of Tennessee without regard to its conflict of law provisions. If any portion of this is held to be invalid, illegal, or unenforceable, the remaining portion shall be in full force and effect.

I, or my parent or guardian, have read this document before signing it and sign this document of my own free act and deed, intending to be bound by the promises I have made herein.