

## **The Permissive Use, Release, and Indemnity Agreement**

In consideration of my voluntary use of the cave property located at Collegedale, Tennessee ("Property"), owned by Southern Adventist University, including the University and its governing boards, employees, and agents ("University"), I, for myself, personal representatives, heirs, spouse, successors, and assigns agree to the following Permissive Use, Release, and Indemnity Agreement:

1. I specifically understand that the use of the Property is a privilege. Any event related to the University shall have priority over my use of the Property and I will not interfere or interrupt such event. I further waive all damages related to the termination and/or cancellation of my permissive use of the Property.

2. I acknowledge that a cave is a hazardous area and caving/spelunking have inherent risks. I expressly assume and take on myself all of the risk and responsibilities in any way associated with my use of the Property and I specifically RELEASE AND HOLD HARMLESS the University from any and all liability, claims and damages, present or future, that may arise from any foreseen or unforeseen bodily or personal injury and/or death to me in connection with my use of the Property. I understand that this Release covers liability for claims and actions, caused wholly or in part by any acts or failures to act of the University, including but not limited to negligence, mistake, failure to warn or failure to supervise. I further covenant to hold the University harmless and indemnify same from any claim, demand, action, execution, judgment, liability, or expense, present or future, including attorney fees and court costs, of others which the University may incur or which may hereafter arise out of my activities or use of the Property, whether caused by the University, my acts, or otherwise.

3. I agree to be responsible for any property damage to the Property that occurs as a result of my use of same. I agree that I will insure against damage to the Property and to supervise other participants with whom I may be associated to see that their use of the Property results in no damage to same. I will promptly report to University officials any damage that results from my use of the Property and will stop any of my activities which may result in property damage to the Property and /or personal injury to any person on or about the Property.

4. I understand that the use of these facilities may be revoked by the University and/or their designated official at any time. I acknowledge that I am fully aware of the school's policies and rules regarding the use of the Property and the safety regulations relating to the activity for which such property is at use, and I will comply with each and every rule and regulation.

5. I assume all liability to others for my failure, or the failure of those for whom I am responsible, to comply with the school's policies and rules and safety regulations. I agree to be responsible for any and all costs and expenses, including, but not limited to, personal injury, death, medical expenses, and property damage resulting from my acts or the acts of any other person participating in our activities, attorney's fees or court costs.

6. I acknowledge the existence of T.C.A. §70-7-102 and § 70-7-103, copies of which are on file at Summerour Hall, and understand these statutes excuse the University from any duty to keep the Property safe for entry or use, and any permission granted by the University for entry or use of the Property does NOT constitute either assurance by the University that the Property is safe for use or assumption of responsibility or liability by the University for my use of the Property.

I HAVE READ THIS DOCUMENT. I UNDERSTAND AND IT IS AN AGREEMENT FOR PERMISSIVE USE OF THE PROPERTY DESIGNATED ABOVE. I UNDERSTAND I ASSUME ALL RISK INHERENT. I ALSO AKNOWLEDGE I AM \_\_\_\_\_ YEARS OF AGE AND I AGREE TO BE LEGALLY BOUND BY THIS DOCUMENT. I VOLUNTARILY SIGNED MY NAME EVIDECNING ACCEPTANCE OF THE ABOVE TERMS.

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