

## ASSUMPTION OF RISK, RELEASE AND WAIVER AGREEMENT

THIS AGREEMENT provides information about the inherent risks associated with use of the trails and other natural areas of the property of the University of the South ("the Domain"). The University of the South is a private entity and visitors do not have a right to enter or use the amenities of the Domain as they might for publicly owned property. Visitors who choose to access the Domain are responsible to read, understand and accept the terms of this Agreement in exchange for the University providing access to the Domain. Visitors are referred to as "Releasor" and the University of the South is referred to as "University."

1. Purpose of this Agreement. Releasor has requested access to certain real property owned by University (the "Property") for the purpose of hiking, walking, biking, caving, and/or climbing which University has agreed to permit free of charge after acceptance of this Agreement and upon compliance with other policies or procedures applicable to each specific activity, if any.

2. Assumption of Risk. Releasor understands and agrees that there are dangers inherent in the use of the Property, including possible personal injury, disability or death. Releasor further understands and agrees that there are foreseeable and unforeseeable risks and dangers in his/her use of the Property, including but not limited to conditions such as fallen trees, rocks, and other obstructions, weather-related conditions, topographical conditions, and poisonous plants and animals. Releasor hereby voluntarily assumes all such risks and dangers of injury, disability or death to Releasor incurred in connection with the use of the Property whether those risks and dangers are caused by the negligence of University or otherwise.

3. Release, Waiver and Indemnity. Releasor for him or herself and for his or her heirs, executors, administrators and assigns, does hereby fully release and forever discharge University, its Boards of Trustees and Regents, employees, agents, and insurers from any and all claims, demands or liabilities resulting from injury, disability or death to Releasor occurring on or arising from or related to use of the Property. Releasor hereby expressly waives any and all such claims and covenants and agrees that s/he will not at any time or for any reason sue University (or any of the other parties mentioned in this paragraph) as a result of injury, disability or death to Releasor or damage to Releasor's property occurring on the Property or arising from or related to Releasor's use of the Property. Releasor agrees to indemnify and hold University harmless from any and all claims, demands, or liabilities arising from or related to Releasor's use of the Property.

**BY ACCESSING THE PROPERTY OF THE DOMAIN, RELEASOR AGREES THAT HE/SHE HAS READ THE ABOVE AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.**