**MISSISSIPPI STATE UNIVERSITY**

**Waiver and Release for Minors under 18**

*This is a release of legal rights; please read and understand before signing!*

I, *insert participant’s name here.* will be participating in *insert name of activity/program/trip* (“Activity”) sponsored by the *insert name of sponsoring department* of Mississippi State University (“MSU”) on/during i*nsert specific time period – month/date/year*.

On behalf of myself/my child, I understand that there may be risks involved with this Activity, both anticipated and unanticipated and I am taking part in this Activity or allowing my child to do so. I am aware that the events involved in the Activity may include, but are not limited to, *list any specific risks – example, exposure to chemicals, contact with animals, etc.*. As a condition of my and/or my child’s participation in this Activity, I assume full responsibility for any risk of loss or damage to property or any personal injury, even death, which may be sustained by me and/or my child while participating voluntarily in this Activity, or while I and/or my child are on the premises where the Activity is conducted, or while I and/or my child are traveling to and from this Activity. All my questions about this Waiver and this Activity have been answered to my satisfaction and I freely and knowingly elect to participate in this Activity or allow my child to do so.

On behalf of my child and myself, I waive, release, and discharge MSU and its employees, assigns, agents, and affiliated entities, along with the Board of Trustees of State Institutions of Higher Learning for Mississippi (hereinafter “Releasees”). I agree and covenant that I will not sue any of the Releasees for any liability related to my participation in this Activity, whether caused by negligence, a breach of an express or implied contract, or otherwise. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damages or costs, including but not limited to court costs and attorney’s fees, which may result from my and/or my child’s participation in this Activity and any injuries or loss which may occur.

I acknowledge that the Releasees, 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 Releasees not be subject to liability or such Activities sponsored by the Releasees may not be feasible in future public educational programs offered by the Releasees.

It is my express intent that this agreement shall bind the members of my and/or my child’s 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 Releasees. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

**In signing this release, I acknowledge and represent that I have read and understood the foregoing Agreement, and that I sign it voluntarily of my own free will. No oral or written representations or statements of inducements, apart from the foregoing written Agreement, have been made. I execute this waiver and release for full, adequate, and complete consideration, fully intending to be bound by its terms.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Participant and Date Signature of Parent or Legal Guardian and Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed name of Participant** **Printed name of Parent or Legal Guardian**