

Parent or Guardian Signs if Under 18 Years of Age  
**RELEASE OF LIABILITY FOR PARTICIPATION IN ATU SPIRIT SQUAD TRYOUTS**  
*(Please read carefully before signing)*

I, \_\_\_\_\_, hereby acknowledge that I freely and voluntarily have chosen to participate in \_\_\_\_\_ tryouts to be held at the Arkansas Tech University campus, during the time period of \_\_\_\_\_ through \_\_\_\_\_. Further, I volunteered to participate in the tryouts understanding that I would be required to sign this Release of Liability. I participate in the tryouts at my own risk and I understand that **NO INSURANCE COVERAGE MAY EXIST THROUGH ARKANSAS TECH UNIVERSITY TO COVER ANY CLAIMS OR DAMAGES WHICH MAY ARISE OUT OF MY PARTICIPATION IN THE TRYOUTS OR CLINICS.**

Moreover, in consideration for the opportunity for me to participate voluntarily in the enhanced educational opportunities that the tryouts will provide, I hereby execute this Release of Liability with the intent to bind myself, my spouse (if applicable), my heirs, assigns and legal representatives. I further represent that I am at least eighteen (18) years of age, or older, and am competent to sign this affirmation and release. If not I acknowledge that my parent will consent at the bottom of this form the Release of Liability and all that is stated.

I, as well as my parents or guardian, fully understand and agree that certain aspects of tryouts could be physically demanding and that by my participation in the tryouts, risks of accidental, or other physical injury exist. These risks may include, but are not limited to, (1) travel to and from the tryouts; (2) loss or damage to personal property; (3) injury, permanent disfigurement, or fatality due to (a) walking, running, jumping, swimming, blocking, tackling, kicking, colliding, and/or any other physical activity, (b) head, neck, and/or back injuries, (c) inclement weather, and (d) exposure to outdoor terrain and conditions, which may cause slips, falls, falling objects, and/or heat exhaustion; (4) physical exertion; (5) emotional or psychological stress; and (6) suffering any type of injury or illness without immediate access to medical facilities, among others.

I, as well as my parents or guardian, fully investigated the nature of the tryouts, and understand and assume the risks of my participation in the tryout. I, as well as my parents or guardian, further represent that I am in good physical condition, and do not possess, nor am aware of physical or mental disabilities that will limit my ability to participate in the tryout. Further, I understand and agree to advise the Coordinator or Coach whenever I feel unable to continue participation in the tryouts.

**I EXPRESSLY AGREE AND INTEND THAT MY PARTICIPATION IN THE TRYOUT SHALL BE UNDERTAKEN AT MY OWN RISK AND THAT NEITHER ARKANSAS TECH UNIVERSITY, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS, NOR ASSIGNS SHALL BE LIABLE FOR ANY INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION WHATSOEVER THAT MAY ARISE OUT OF OR HAVE A CONNECTION WITH MY PARTICIPATION IN THE TRYOUT, WHETHER OUT OF ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON MY PART, OR THE PART OF THE TRYOUT OR ARKANSAS TECH UNIVERSITY, OR ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS, OR ASSIGNS, AND I DO HEREBY AGREE TO FOREVER RELEASE, DISCHARGE, INDEMNIFY, HOLD HARMLESS, AND DEFEND ATU, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS AND ASSIGNS FOR ANY SUCH INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION.**

The terms of this Release of Liability are to be governed by and construed under the laws of the State of Arkansas. Should any term or provision of this Release of Liability be found to be unenforceable or void, in whole or in part, the term or provision concerned shall be constructed as valid and enforceable to the maximum extent permitted by law, and the balance of this Release of Liability shall remain in full force and effect. Nothing in this agreement shall be deemed to waive the sovereign immunity of the State of Arkansas, Arkansas Tech University, or its Board of Trustees, faculty, staff, employees, or agents.

**ACCEPTED AND AGREED:**

By: \_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature of Guardian (if under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address City State Zip Code

\_\_\_\_\_  
Cell Phone Number