

# WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to utilize or provide services at Shelby County Schools facilities, the undersigned hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Shelby County Schools, its board, officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage (including damage to property), or injury, including death, that may be sustained by undersigned or its employees, agents, assigns and invitees, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while utilizing or providing services at Shelby County Schools facilities, or while in, on or upon the premises of any Shelby County School property.
2. The undersigned VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the undersigned or its employees, agents, assigns and invitees, or any loss or damage of property owned by the undersigned or its employees, agents, assigns and invitees, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. The undersigned further hereby AGREES TO DEFEND, INDEMNIFY and otherwise HOLD HARMLESS the RELEASEES with regard to any loss, liability, damage or costs, including court costs and attorney fees, that they may be incurred due to the undersigned's use of the facility, WHETHER CAUSE BY NEGLIGENCE OF RELEASEES or otherwise.
4. The undersigned understands that Shelby County Schools does not maintain any insurance policy, covering any circumstance arising from the undersigned's use of Shelby County Schools' facilities. As such, the undersigned acknowledges that it is to carry the necessary insurance and provide Shelby County Schools with evidence of same.
5. It is the undersigned's express intent that this Waiver of Liability and Hold Harmless Agreement shall bind its successors and assigns and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. The undersigned hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee.
6. The undersigned hereby acknowledges that it is aware of the provision of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The undersigned hereby certifies that it has, and will, at all times comply with the provisions of this statute while utilizing Shelby County Schools' facilities.
7. The undersigned further expressly agrees that the foregoing waiver and hold harmless agreement is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. IN SIGNING THIS RELEASE, THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT the undersigned and/or its legal representatives have fully read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as a free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; the undersigned is at least eighteen (18) years of age, fully competent and authorized to sign on behalf of its entity; and the undersigned executes this Release for full, adequate and complete consideration fully intending to be bound by same.

SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

UNDERSIGNED

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company/Group/Organization Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address