



RESIDENCE HALL WAIVER OF LIABILITY AND RELEASE

IN CONSIDERATION of being permitted to live in a residence hall at Lipscomb University during the 2018-2019 academic year, I, the undersigned, in full recognition and appreciation of the dangers and hazards inherent in living in a residence hall, do hereby agree to assume full responsibility for any risk of loss, damage or injury, including death, which may result from my living in the residence hall or any independent activities undertaken as a part thereof; and

FURTHER, I do for myself and my personal representative(s), heirs and assigns, hereby agree to defend, hold harmless, indemnify, release, forever discharge and covenant not to sue Lipscomb University and/or any of its trustees, officers, agents, employees and guests from and against any and all losses, damages, claims, demands and actions, including reasonable attorneys' fees, arising out of or related to any loss, theft or damage to any personal property or bodily injury or death of any person, which may result from my living in the residence hall or any independent activities undertaken as a part thereof, unless caused solely by the gross negligence or more culpable act or omission of Lipscomb University or any of its trustees, officers, agents or employees; and

FURTHER, in order that I may receive necessary medical treatment in the event of injury or illness while I live in the residence hall, I hereby authorize the resident assistant, residence hall director and their designee(s) to administer and/or obtain appropriate treatment in the event of such illness or injury and I hereby agree to defend, hold harmless, indemnify, release, forever discharge and covenant not to sue the activity sponsor(s), Lipscomb University and/or all its trustees, officers, agents and employees from and against any and all losses, damages, claims, demands and actions, including reasonable attorneys' fees, as a result of the exercise of the authority granted herein; and

FURTHER, I understand and acknowledge that Lipscomb University has established rules and regulations pertaining to conduct, behavior and activities of all students, and I agree to abide by all such applicable rules and regulations at all times, including, without limitation, those set forth in the Student Handbook, while I live in the residence hall.

INITIAL HERE IF VOLUNTARILY USING A LOFT OR BUNK BED WITHOUT A SAFETY RAIL: _____

IF INITIALED ABOVE, I have voluntarily elected to use a loft or bunk bed in my room and, although I acknowledge that Lipscomb University recommends the installation and use of a safety rail with a loft or bunk bed at all times, I have voluntarily elected not to install or use a safety rail and, in full recognition and appreciation of the dangers and hazards inherent in not using a safety rail, do hereby agree to assume full responsibility for any risk of bodily injury or death of any person, which may result from the absence of a safety rail, and I do for myself and my personal representative(s), heirs and assigns, hereby agree to defend, hold harmless, indemnify, release, forever discharge and covenant not to sue Lipscomb University and/or any of its trustees, officers, agents, employees and guests from and against any and all losses, damages, claims, demands and actions, including reasonable attorneys' fees, arising out of or related to any bodily injury or death of any person, which may result from the absence of a safety rail or any independent activities undertaken as a part thereof.

I have read and understood this Residence Hall Waiver of Liability and Release, am at least eighteen (18) years of age and fully competent, and execute the same as my own free will this _____ day of _____, 20__.

Signature

Name

Home or Mobile Phone

Name of Parent/Guardian

Home or Mobile Phone

Name of Physician

Phone

Person to be contacted in event of emergency:

Name

Phone