



MISSISSIPPI STATE UNIVERSITY™ FAMOUS MAROON BAND

Waiver for Participation in Band and Image Release Agreement

****This is a Release of Legal Rights -- Read and Understand BEFORE Signing****

I, _____, (Student's Printed Name) am a member of the Mississippi State University Band and am involved in various functions of the band program throughout the year (Activity).

I am fully aware of the risks and hazards connected with the Activity, and I hereby elect to voluntarily participate in said Activity, and to engage in such Activity knowing that the Activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such Activity, or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted or while in transit during and to and from said Activity.

In consideration of the right to participate in the Activity, I hereby **COVENANT NOT TO SUE**, and further **RELEASE, WAIVE, and DISCHARGE** Mississippi State University and all affiliated entities, the Board of Trustees for the State of Mississippi's Institutions of Higher Learning, the State of Mississippi, their officers, servants, agents, and employees (hereinafter "**RELEASEES**") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF OR A BREACH OF ANY EXPRESS OR IMPLIED CONTRACT BY THE RELEASEES**, or otherwise, arising out of my participation in this Activity.

I further hereby **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, that may result from my being allowed to participate in this Activity.

I further 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.

I further grant MSU the irrevocable right and permission to use, reproduce, broadcast, distribute, copyright, create derivative works of, and to license or assign to third parties my photograph, video or electronic image, name and/or likeness ("Image") for use in connection with MSU activities. This includes the use of the Image for all legitimate purposes, including without limitation, advertisement, promotion, trade or commercial purposes of MSU throughout the world and in perpetuity. It also includes the right to publish such Image in any medium, including without limitation, in print, broadcast, and electronic/online media. All Images are the property of MSU, and I understand I will receive no compensation for their use. I further release and discharge Mississippi State University, the Board of Directors of Institutions of Higher Learning, and all their trustees, officers, employees and agents, from any and all claims and demands arising out of or in connection with the use of such Images, including without limitation, any claims for defamation or invasion of privacy.

It is my express intent that this agreement shall bind the members of my 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 DOCUMENT, I ACKNOWLEDGE AND REPRESENT THAT I have **read** the foregoing agreement, that I **understand** it, that I sign it **voluntarily** as my own free act and deed, and that no oral or written representations or statements of inducements, apart from the foregoing written agreement, have been made. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Parent Signature

Date

Student's Printed Name