

**MISSISSIPPI STATE UNIVERSITY**  
**ACTIVITY PARTICIPATION AGREEMENT**

In consideration for participating in the Mississippi State University 4-H TEAM Program (hereinafter "Activity") and other valuable consideration, I hereby RELEASE, WAIVE, and DISCHARGE Mississippi State University, the Board of Trustees of State Institutions of Higher Learning for the State of Mississippi, 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, 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. I further acknowledge that the Releases, as public entities, do not carry liability insurance for this Activity and that in order to provide this Activity, and others like it, as part of the Releasees' educational program, 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.

To the best of my knowledge, I can fully participate in this 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.

I further hereby COVENANT NOT TO SUE the Releasees and 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 participation in said Activity.

It is my express intent that this Activity Participation 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, INDEMNIFICATION, 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.

I further understand that the Releasees are not responsible for any medical costs associated with any injury or illness I may sustain resulting from my participation in this Activity.

**WARNING**

**Under Mississippi law, an equine activity or equine sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.**

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Activity Participation Agreement, that I understand it, that I sign it voluntarily as my own free act and deed, and that no oral or written representation or statements of inducements, apart from the foregoing written agreement, have been made. If I am under twenty-one (21), I understand that a parent or guardian must also sign this Agreement indicating their separate and complete obligation to adhere to the terms of this Agreement. I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by same.

\_\_\_\_\_  
Participant's Signature                      Date

\_\_\_\_\_  
Parent/Guardian Signature              Date

\_\_\_\_\_  
Parent/Guardian Signature              Date