

WAIVER AND RELEASE OF LIABILITY

I am a participant of Murray State University in the Posters at the Capital event (“event”), which, on February 1 – 2, 2006 , is to take a field trip to Frankfort, Kentucky (“field trip”). Murray State University will provide transportation to and from the field trip.

In order to facilitate and maintain the continued viability of the event which provides substantial direct benefit to the undersigned and in order to facilitate the providing of services, including transportation services in connection with the event, I, on behalf of myself, my estate, heirs, personal representatives, executors, administrators, and assigns, do release and discharge and covenant not to sue Murray State University; Murray State University Board of Regents; any of their regents, employees, instructors, or agents; and any and all other persons or entities whatsoever [herein referred to as the “Released Parties”] from and with respect to any and all present and future claims, of whatever nature or kind, regardless of the basis therefore and including but not limited to any claim based upon any wrongdoing or negligence, of whatever nature or kind including ordinary and/or gross negligence, on the part of the Released Parties, or any of them, and including but not limited to any claim for injury to property or injury or death to person, arising from or related, in any manner to the event as well as related in any manner to the transportation or any activities before, during, or after the transportation. [Collectively referred to as the “Released Claims”]

I, on behalf of myself, estate, heirs, personal representatives, executors, administrators, and assigns, further agree to indemnify and hold harmless the Released Parties, and each of them, in the event any claim is made against them, or any of them, related in any manner or arising directly or indirectly from the Released Claims, or any of them or the effects thereof, even if it is alleged or proven that any such claims arise from negligence, including gross negligence, or other wrongdoing, on the part of the Released Parties, or any of them.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Kentucky and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.

I affirm that I am at least 18 years of age and am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may be available to me against the Released Parties.**

Signature

Date