

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, \_\_\_\_\_, in consideration of the opportunity to receive a flu shot at The University of Tennessee (the "Activity"), acknowledge the risk of accident, injury, or death inherent in participation in the Activity, which may include, but are not limited to, potential allergic reaction (which may vary from mild allergic reaction to fatal allergic reaction) and possible increased risk for developing Guillain-Barré syndrome. Further, I acknowledge that the Center for Disease Control includes that following as common, temporary side effects from a flu shot: soreness, redness, or swelling at the injection site; itching at the injection site; fever; and body aches.

I agree that the University will not be responsible or liable for any personal injury, including death, unless negligently caused by employees of the University. I acknowledge that any claims for personal injury or death resulting from the negligence of University employees must be submitted to the Claims Commission for the State of Tennessee in accordance with T.C.A. Section 9-8-307, et. seq., as amended.

I assume liability for and agree to indemnify and to hold the University and its trustees, officers, and employees harmless for all claims or damages caused, in whole or in part, by me and any negligent, intentional, or other act or omission on my part.

I am above the age of 18 and have read the above statement and agree to the conditions set forth herein. This Agreement binds the members of my family and spouse, and my estate, heirs, administrators, personal representatives, assigns, and any other person entitled to act on my behalf.

This Agreement shall be construed under the laws of the State of Tennessee without regard to its conflict of law provisions. If any portion of this is held to be invalid, illegal, or unenforceable, the remaining portion shall be in full force and effect.

I have read this document before signing it and sign this document of my own free act and deed, intending to be bound by the promises I have made herein.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_