

**MINNESOTA STATE UNIVERSITY, MANKATO
ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION
AND RELEASE**

READ CAREFULLY BEFORE SIGNING

I wish to participate in certain recreational, athletic, academic, physical activities and/or team-building opportunities offered by Minnesota State University, Mankato. Risks associated with my participation include, but are not limited to, loss of or damage to personal property, bodily injury, or even death. All such risks are known, understood, and assumed by me. In consideration of the acceptance of this application I agree as follows:

1. I agree to abide by the safety rules and regulations as set by the University. Failure to do so will disqualify me from participation.
2. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University, Minnesota State Colleges and Universities and the board of directors, the State of Minnesota, and its employees, agents, officers, trustees and representatives (in their official and individual capacities) (“Releasees”) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgements, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Program whether caused by negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees.
3. I hereby consent to receive medical treatment for myself and/or my minor child that may be deemed advisable in the event of injury, accident or illness during this activity or event.
4. Furthermore, I will pay, or cover through my insurance, any medical or hospital expenses, doctor bills or other expenses which could be incurred as a result of treatment given to the previously mentioned participant for illness or injury while attending or subsequent to attending this camp/activity.
5. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgements, costs or expenses, including attorney fees, which arise out of, or occur during, or are in any way connected with participation in physical activities.

Department Routing: Campus Recreation: Maverick Adventures

6. I acknowledge that as part of the University's mission to advertise and promote the academic, recreational and team-building opportunities it offers, the University staff may take photographs or videos of the participants. I acknowledge that I may be photographed during my participation in the activities and freely and willingly consent to the University's use of my child's likeness in print or on electronic media to promote the opportunities of the University offers, unless I check the box below.

I do not consent to the University's use of any photograph of me taken during my participation in the Physical Activities.

7. I agree that this Assumption of Risk Waiver of Liability, Release and Indemnification Agreement is to be construed under the laws of the State of Minnesota, U.S.A.; and that if any portion thereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. I agree that this Agreement is to be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law.

In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that **I am at least eighteen (18) years of age**, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Signature _____ Name _____ Date _____
Participant (Print First & Last Name)

NOTICE: If participant is under the age of 18, his or her parent or legal guardian must sign:

I, (printed name) _____, am the parent or legal guardian of the participant who has signed above. I have read and I understand the provisions of this document, I consent to the participant taking part in the activities described above, and I fully enter into and agree to the above Waiver of Liability, Release, and Indemnification Agreement.

Signature _____ Date _____
Parent or Legal Guardian