

**ST. CLOUD STATE UNIVERSITY
WAIVER OF LIABILITY, INDEMNIFICATION, and RELEASE**

SCSU Husky Challenge Course

READ CAREFULLY BEFORE SIGNING

I, _____, have agreed to participate in a **SCSCU Husky Challenge Course Program** organized by **SCSU Outdoor Endeavors**. This event occurs on _____, 20___. I recognize that presence at and involvement with the **Husky Challenge Course** has a certain degree of risk, and I knowingly and voluntarily assume the risk, whether expected or unexpected, of any injuries regardless of severity, including death, and all risk of damage to or loss of property which I may incur due to any act of negligence or accidental occurrences while I am participating in **Husky Challenge Course** activities. I voluntarily assume the risk of any and all means of transportation utilized in relationship to **Husky Challenge Course** activities. I am not required to participate in this event/activity. My participation is wholly voluntary.

I am aware of the dangers and the risks to my person and property involved in participating in this event. Risks associated with my participation in event include, but are not limited to, **broken bones, burns, concussion and even death caused by falls, mechanical failure of equipment, human error, weather, slippery surfaces, exposure to sunlight, damage from animals and exhaustion**. I am not now, nor will I be under the influence of any alcohol or any chemical substance during the program. I acknowledge that I have been given the opportunity to participate in the **SCSU Husky Challenge Course Programs** and that I have been advised that I can decline to participate in this program or any part of this program if I choose. I may also decline to participate anytime after entering the program. I further acknowledge that while I will be advised of the relevant safety systems provided by **SCSU Husky Challenge Course**, including but not limited to the general use of climbing harnesses, ropes, carabiners, spotting and belaying techniques, as applicable, the potential exists for personal injury to me, as will all physical and adventure activities.

All such risks are known and understood by me:

I agree as follows:

1. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University, the Minnesota State Colleges and Universities, 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, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the **Husky Challenge Course** whether caused by the negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees;
2. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University, the Minnesota State Colleges and Universities, and the State of Minnesota, and their employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the **Husky Challenge Course**.

I agree that should I knowingly or unknowingly engage in conduct which the university deems to be incompatible with the interest, harmony, comfort, and welfare of the other **Husky Challenge Course** participants and/or local community members, the university has the right to terminate my participation in

Husky Challenge Course activities with no refund of monies paid. In the event of termination, I agree to immediately leave the **Husky Challenge Course** and that upon such departure the university terminates any and all relationships and responsibilities for my subsequent travels and activities; if I am a minor, I agree that the university will send me home at the expense of myself, my parent(s) or my guardian(s).

I hereby grant the university full authority to take whatever actions they may consider warranted under the circumstances concerning my health and safety, and I fully release each of them from any liability for such decisions or actions as may be taken in connection therewith.

In the event that I am incapable of seeking and/or consenting to medical attention, I place within the discretion of the university the decision to seek and authorize any and all professional medical attention and/or services except the withholding or withdrawal of life sustaining procedures, as well as transportation by any conveyance to the closest medical facility deemed adequate by the university. I agree to be financially responsible for any and all expenses related to medical treatments as well as travel to receive medical treatment.

I verify that I have informed the university of any existing medical conditions that might require treatment, require accommodation for participation in **Husky Challenge Course** activities, or about which medical personnel should be informed.

I agree that this Waiver, 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.

SIGNED: _____ DATE: _____

NOTICE: Individuals under 18 years of age must have release co-signed by their parents or guardians.

PARENT OR GUARDIAN: _____ DATE: _____

ADDRESS: _____
Street City State Zip

PHONE _____ EMAIL: _____

7/08/2008 MNSCU Approved