

ST. CLOUD STATE UNIVERSITY
Waiver of Liability, Indemnification, and Release

READ CAREFULLY BEFORE SIGNING

I have agreed to participate in the High School Soccer League organized by St. Cloud State Campus Recreation. This league runs from December 6, 2009 through March 28, 2010. I am not required to participate in this league and understand that my participation is wholly voluntarily.

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, physical injury or impairment, bruises, sprains, strains, contusions, fractures, internal injury, heart attack and the possibility of death. 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 attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the high school soccer league 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 attorney 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 high school soccer league.

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.

Signature of Participant: _____ Date: _____

If under 18, Parent or Guardian's Name and Signature must also be provided:

Printed Name: _____

Signature of Parent or Guardian: _____ Date: _____