ST. CLOUD STATE UNIVERSITY
RELEASE OF LIABILITY
(2009-2010)

I, _____, recognize that presence at and involvement with St. Cloud State University RecKids (hereafter referred to as "SCSU RecKids") have 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 SCSU RecKids activities. I voluntarily assume the risk of any and all means of transportation utilized in relationship to SCSU RecKids activities.

I, on behalf of myself, my personal representatives, heirs, and next of kin, successors and assigns, hereby waive, release, and discharge St. Cloud State University, the state of Minnesota, and its agents, officers, and employees from any and all liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my travel to or from or in residence at the SCSU RecKids and associated sites, engaged in SCSU RecKids activities, being instructed, using or operating equipment or otherwise participating in the SCSU RecKids.

I, on behalf of myself, my personal representatives, heirs, and next of kin, successors and assigns, hereby indemnify, save and hold harmless St. Cloud State University, the state of Minnesota, and its agents, officers, and employees, from and against any and all claims of any nature including all costs, expenses and fees arising out of or resulting from my presence at the SCSU RecKids or participation in SCSU RecKids activities.

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 SCSU RecKids participants and/or local community members, the university has the right to terminate my participation in SCSU RecKids activities with no refund of monies paid. In the event of termination, I agree to immediately leave SCSU RecKids 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 medial 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 acknowledge that I have confirmed that I have medical insurance valid while participation in SCSU RecKids. I verify that I have informed the university of any existing medical conditions that might require treatment, require accommodation for participation in SCSU RecKids activities, or about which medical personnel should be informed.

I, the undersigned, am competent to sign this release, and have read it carefully and understand all its terms and conditions.

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: _____