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

READ CAREFULLY BEFORE SIGNING

I, ________________________________________________, recognize that presence at and involvement with
the ____________________________________ (hereafter referred to as “______________________”) 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 ___________________________
activities. I voluntarily assume the risk of any and all means of transportation utilized in relationship to
___________________________ 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/activity.
Risks associated with my participation in this event/activity include, but are not limited to, [SPECIFY RISKS].

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
____________________________ 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 ____________________________.

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 ________________ participants and/or local
community members, the university has the right to terminate my participation in ______________ activities
with no refund of monies paid. In the event of termination, I agree to immediately leave ____________________
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 ____________ 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 thereof 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