

## RELEASE AND WAIVER

Pickleball and Pinot

Led by Jane Becker Nelson '04, Director of Flaten Art Museum, and Peter B. Nelson '04, Associate Professor of Art and Art History

March 23-28, 2024

**Your registration cannot be accepted until you read the following release and waiver, check the "I agree" box on the online registration form, and pay the \$500 per-person deposit.**

I am voluntarily participating in this Alumni & Family Travel program. I understand that participation in the Alumni & Family Travel Program involves several risks, including, but not limited to: the risk of a plane, bus or car accident; drowning; fire; natural hazards; insect and animal bites and stings; food poisoning; disease; illness; injury; crime; foreign political, legal, social and economic conditions; and different standards of design, safety and maintenance of buildings, public places and conveyances, and different local medical practices, standards, and conditions.

In consideration for the opportunity to participate in the Alumni & Family Travel Program I hereby release St. Olaf College ("St. Olaf"), and its regents, officers, employees, agents, successors and assigns from any and all claims (including but not limited to claims for negligence), causes of action, liabilities and costs which I or any of my legal representatives, heirs, successors and assigns may have or claim to have relating to or arising out of my participation in the Alumni & Family Travel Program, including, without limitation, any and all claims and causes of action for property damage, bodily injury, illness and death, caused by, related to or arising out of any action or inaction of St. Olaf, its regents, officers, employees or agents, except for such damages or injury as may be caused by the gross negligence or willful misconduct of St. Olaf, its regents, officers, employees or agents. Furthermore, I promise not to sue St. Olaf for any of the claims released above. Finally, I agree to indemnify, defend and hold harmless St. Olaf, and its regents, officers, employees, agents, successors and assigns, from any and all claims, liabilities and costs asserted by or on behalf of me or any of my legal representatives, heirs, successors and assigns within the scope of the release.

I understand that the release, promise not to sue, and agreement to indemnify described in the above paragraph are intended to be as broad and inclusive as permitted by the laws of the state of Minnesota. I agree that if any portion of the above paragraph is held invalid, the remainder will continue in full legal force and effect. This release and waiver is to be interpreted and enforced under Minnesota law.