



UNIVERSITY OF MINNESOTA

RELEASE AND WAIVER

Activity: Click here to insert a description of the Activity, including dates and location

By signing this Waiver and Release of Liability and as a condition to my child's participation (or the participation of the child for whom I am legally responsible) in the Activity, I am stating that:

1. My child and I understand that the Activity involves risks to my child that could result in serious injury or death. We also understand that there are potential risks that may presently be unknown. I acknowledge that no employee, agent, or anyone else acting on behalf of the University has made any promises to me or given me any assurances about the safety of the Activity or the condition or any other aspect of the goods or services that will be delivered or rendered to me or my child in the Activity.
2. Because of the dangers of participating in this Activity, my child and I recognize the importance of complying with, and my child agrees to comply with, and I shall ensure that my child fully complies with, the applicable laws, policies, rules and regulations, and any supervisor's instructions or posted warnings regarding participation in this Activity. My child and I have the right and responsibility to inspect all equipment and facilities prior to the Activity and, if we believe that anything may be unsafe, we will advise the Activity supervisor of the condition and may refuse to participate. **Participation means that we consent to these terms.**
3. The University of Minnesota ("University") or its Regents, employees, agents, or contractors involved in the development, implementation, or handling of the Activity (collectively, "Releasees") have no responsibility or liability for injury or death resulting from this Activity, unless due to the gross negligence or intentional, willful or wanton acts of Releasees. I agree that my child voluntarily elects to participate in this Activity with knowledge of the dangers and risks involved, and my child and I agree to accept and assume any and all risks of property damage, personal injury, or death.
4. I am and will be solely liable and responsible for any damage or harm caused by my child's acts or omissions. I know that the University cannot and does not control all of the risks of my child participating in the Activity, including damage or harm caused by the acts or omissions of people who are not its employees, agents, or contractors. I, for myself and on behalf of my child, hereby release (meaning I will not sue) the Releasees from all liability and

responsibility for any damage or harm caused by: (i) my or my child's acts or omissions; (ii) acts of active or passive negligence on the part of the Releasees, except that which is the result of gross negligence or intentional, willful or wanton acts; and (iii) unavoidable, unforeseen events (for example, flood, tornadoes, or wind storms) and the acts or omissions of any person who is not a Releasee.

5. I understand that, by participating in the Activity, my child may be exposed to a communicable disease ("Disease"). By allowing my child to participate in the Activity, I assume the risk, for my child and my child's guardians, personal representatives, heirs, and next of kin, that my child will be exposed to and contract a Disease and, if that were to happen, that my child may require hospitalization or other medical treatment and may be temporarily or permanently injured or disabled or may die. I also assume the risk that my child could pass the Disease to others. I agree to take reasonable steps to lessen my child's and other participants' risk of exposure to a Disease. By allowing my child to participate in the Activity, I warrant that, to my actual knowledge, my child and individuals living with my child are not infected with a suspected, diagnosed, or confirmed case of a Disease and are not exhibiting symptoms of a Disease. I also warrant that my child has not been directed to quarantine or isolate at any point during the duration of the Activity. If at any point during the duration of the Activity my child is directed to quarantine or isolate, I will keep my child home, and I will not be entitled to a refund in any amount.
6. I also understand that public health conditions or state or federal guidance may change at any time, necessitating a modification to or a cancellation of the Activity. In the event of a modification to or cancellation of the Activity, the University will communicate with me as promptly as possible and share options for participation in the Activity. If the Activity is cancelled before its completion, I will receive a prorated refund.
7. In the case of an injury or medical emergency, I authorize the University to render first aid or obtain whatever medical treatment it deems necessary for my child's welfare. I will be financially responsible for all costs incurred, regardless of insurance coverage.
8. I give permission to the University to use my child's image in communications, including marketing communications, related to the Activity.
9. This Waiver and Release of Liability may be enforced in a court in the state of Minnesota, under Minnesota law. I consent to the personal jurisdiction of that court.
10. I am the parent and/or legal guardian of my child, and I am authorized to sign this waiver on my child's behalf. I affirm that I am freely signing this form. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me and my child regarding any injury, losses or death my child may

sustain as a result of participation in the Activity. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

Waiver Agreed:

By: _____

On behalf of:

Print name:

Relationship:

E-mail address:

Mailing address:

Date of Signature: _____