

**Liability Waiver and Release for Participation in
Southwest Minnesota State University Physical Fitness Program
HELD AT ANOTHER LOCATION**

Participant Name: _____

Address: _____ **Phone:** _____

In case of emergency, notify: _____ **Phone:** _____

Any medical conditions that require special attention (if no conditions, state "none"):

I (sometimes referred to as the “participant”) understand that this physical fitness program, including optional blood testing, is sponsored by Southwest Minnesota State University (“Organizer” and sometimes referred to as “SMSU”); which classes will be taking place at the _____ college campus located at _____ (the “Other College”); however, I am participating solely at my own risk and discretion and waive any and all claims of every nature against the Organizer and the Other College, their officials, faculty, staff, students, sponsors, and any other participating agencies with respect to any ordinary negligence resulting in personal loss, illness, bodily injury or death resulting from participating in these activities to the fullest extent allowed by Minnesota law, including Minnesota Statutes section 604.055. I agree to abide by the directions and instructions given to me by the SMSU faculty/staff and students. I understand that I am expected to abide by all rules, regulations, policies, and applicable state and federal statutes. Ignorance of laws, rules, policies, and regulations is not accepted as an excuse. Each participant assumes responsibility for the consequences of his or her actions or inaction. I understand and accept that some training may be by exercise students of SMSU that have not yet been certified.

I am aware of risks associated with my participation in this program and agree to assume all such risks to the fullest extent allowed by Minnesota law. I acknowledge that my participation in this physical activity, including optional blood sugar testing, includes inherent risks to my person and property during such activities, regardless of rules and/or presence of instructors, faculty, staff, or students. The Organizer and the Other College assume no liability or responsibility for participant’s actions or inaction, whether in person or when participating in an on-line delivery format.

I agree to indemnify and hold harmless the State of Minnesota, The Minnesota State Colleges and Universities system, Organizer, the Other College and their departments, employees, representatives, staff and students, and **Cygnus Home Service, LLC**, its parent, affiliates and/or subsidiaries (“**CYGNUS**”) to the fullest extent allowed by Minnesota law, including Minnesota Statutes section 604.055, in the event of any injury, claim, and/or loss (whether property or personal injury, or such damages are sustained by me, my family, heirs, assigns or persons other than me) as a result of these training sessions or workouts. I understand that the State of Minnesota, the Minnesota State Colleges and Universities system, Organizer, the Other College, the SMSU faculty, staff or students, and **CYGNUS** are NOT liable for personal insurance coverage or for property insurance for individuals participating in this program and experience.

Nothing in this Liability Waiver and Release shall in any way limit any other defenses, exclusions, or limits to liability that the State of Minnesota, the Organizer, the Other College, or **CYGNUS**, (or any of their agents, representatives, employees or students) may also have under other Minnesota law, including defenses, exclusions and limits to

liability arising under the Minnesota Tort Claims Act found at Minn. Stat. §3.736.

This Liability Waiver and Release shall be governed by Minnesota law and any matters associated with it shall be brought in the state or federal courts located in Ramsey County, Minnesota.

This Liability Waiver and Release is subject to the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the audit provisions of Minn. Stat. § 16C.05 subd. 5.

This Liability Waiver and Release shall be binding upon the participant's heirs and legal representatives.

Should any provision(s) of this Liability Waiver and Release be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this agreement shall not be affected, such proscribed provisions to be severed from the agreement.

Having read this Liability Waiver and Release, and knowing these facts, and in consideration of the acceptance of my entry and/or participation in this physical fitness program, I agree by signing below that I have read, understand, and agree to all the terms and conditions as set forth in this agreement. I further state that I am of the legal age of 18 years old or older, or have a parent or legal guardian to sign this agreement.

Participant: _____ **Date:** _____

Having read this Liability Waiver and Release, and knowing these facts, and in consideration of the acceptance of my child's entry and/or participation in this program, as the parent or legal guardian of the participant, I agree to accept the agreement on behalf of the participant and assume responsibility for the participant's understanding of the terms of this agreement and responsibility for the actions or inaction of the participant during these workouts.

Guardian: _____ **Date:** _____