SOUTHWEST MINNESOTA STATE UNIVERSITY
WAIVER OF LIABILITY, INDEMNIFICATION, AND RELEASE

READ CAREFULLY BEFORE SIGNING

I, _________________________________________, recognize that presence at and involvement with the 
_________________________________________________________________, (herein 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 the 
__________________ activities. I am not required to participate in this event/activity. My participation is wholly 
voluntary.

I am aware of the dangers and 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, (LIST SPECIFICS).

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 
oficial 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 _________________, 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 _______________________.

3. NO ALCOHOLIC BEVERAGES of any kind will be permitted:________________ 
(your initials)

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 a 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/or activities; if
I am a minor, I agree that the university will send me home at the expense of myself, my parents(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 and 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 the ______________ 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 hereof 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.

SIGNATURE OF PARENT OR GUARDIAN: ______________________________________________ DATE:

ADDRESS: ____________________________________________________________________

    Street    City    State    Zip

PHONE: ___________________________ EMAIL: ________________________________________