



## NHCC ROPES COURSE PROGRAM RELEASE OF LIABILITY

In consideration of the services of North Hennepin Community College, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NHCC"), I hereby agree to release and discharge NHCC, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate follows:

1. I hereby acknowledge that I have read the Acknowledgement and Assumption of Risk and have agreed to its terms. I fully understand that there are certain elements of danger inherent in recreational activities, and that participating in a recreational activity could entail loss of life, personal injury, and loss of or damage to property.
2. I understand and agree that the terms "recreational activity" and "activity" as used herein encompass all aspects of the activity, including preliminary and subsequent matters such as, but not limited to getting outfitted for the activity and travel to and from the place of activity.
3. I understand that my negligence may result in injury to another person or equipments. I take full responsibility and hold harmless NHCC from any claims, demands, or causes of action, which are associated with my negligence.
4. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NHCC from any and all claims, demands, or causes of actions, which are in any way connected with my participation in this activity or my use of NHCC's equipment or facilities, **including any such claims which allege negligent acts or omissions of NHCC.**
6. Should NHCC or anyone acting on their behalf be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by such condition.

In the event that I file a lawsuit against NHCC, I agree to do so solely in the state of Minnesota, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law or rules of that state.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my rights to maintain a lawsuit against NHCC on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**Signature of Participant:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### PARENT OR GARDIAN'S ADDITIONAL INDEMNIFICATION

**(Must be completed for participants if under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by NHCC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NHCC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

**Parent or Guardian Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_