

Release and Waiver of Liability and Indemnity Agreement

1. In consideration for receiving permission to participate in a North Hennepin Community College sponsored event, I hereby release, waive, discharge and covenant not to sue North Hennepin Community College, the Minnesota State Colleges and Universities system, the State of Minnesota, their officers, agents or employees (herein after referred to as releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the risks and hazards connected with the College-sponsored event, and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of releasees or otherwise.
3. I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of releasees or otherwise.
4. I understand that North Hennepin Community College, the Minnesota State Colleges and Universities, and the State of Minnesota do not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio for appropriate coverage.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Minnesota.
6. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; **I am at least eighteen (18) years of age** and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal on this _____ day of _____.

Witness or Notary _____

Participant Name _____

Participant Signature _____

Legal Guardian Signature if Participant is under age 18 _____

Event _____ Dates of Event _____