

AGREEMENT TO FULLY RELEASE FROM LIABILITY AND NOT TO SUE
THE UNIVERSITY OF ST. THOMAS FOR FUTURE NEGLIGENCE

WARNING: BY SIGNING THIS FORM, YOU GIVE UP IMPORTANT LEGAL RIGHTS. PLEASE READ CAREFULLY.

Student (print full legal name): _____ Student ID: _____

Club name: _____

I hereby certify that I am the Student named above. I wish to participate voluntarily in on and off campus activities sponsored by student clubs and organizations recognized by the University of St. Thomas ("University") (collectively "Activities"). I understand that the Activities may include, but are not limited to, off-campus excursions within and/or outside of the Minneapolis/St. Paul metropolitan area and on-campus activities. I understand that student clubs and organizations are student-led and operated, and the University is not responsible for the planning, organization, transportation or any other aspect of the Activity.

I recognize that there are risks and hazards involved in the Activities and in transportation to, from and during the Activities. I understand that the University makes no representation whatsoever regarding the safety of the Activities, transportation to and from the Activities or the location of the Activities. I understand that risks related to the Activities include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death.

1. In consideration of my participation in the Activities, and with full knowledge of the facts and circumstances surrounding the Activities, I acknowledge that I am aware of the possible risks, dangers and hazards associated with my participation in and transportation to and from the Activities, and **I assume and accept all risks and responsibility arising out of, associated with or related to my participation in and transportation to and from the Activities, including the possible risk of severe or fatal injury to myself or others, property damage or loss, other dangers and hazards to me, and all traffic and parking tickets that I may receive, even if such risks may have been caused by the negligence of the University.**
2. I understand and agree that my safety is my responsibility. I agree to use good judgement at all times while participating in the Activities and to follow any and all applicable University policies. I understand that University Activities are designed for individuals who are 18 years old or older.
3. I assure the University that there are no health-related reasons or problems that preclude my participation in the Activities and that I am solely responsible for adhering to any health-related restrictions on my participation in the Activities. I have adequate health insurance to provide for and pay any medical costs that may directly or indirectly result from my participation in the Activities.
4. I understand that for some Activities, I may be responsible for my own transportation to and from the Activities and that, at my sole discretion, I may participate in a carpool facilitated by the University or by other students in order to transport myself or others to the Activities. I understand that my participation in a carpool is voluntary, that the University cannot guarantee the safety of my transportation to and from the Activities, and that I am responsible for using good judgment in order to protect my safety and the safety of my passengers (if any), including, but not limited to, wearing a seatbelt and following traffic laws. I understand that if I drive myself or others in connection with the Activities, I must maintain a current driver's license and comply with vehicle registration and insurance requirements. I further understand that the driver-owner's vehicle insurance will be required to provide first coverage if a privately owned vehicle is involved in an accident or incident in connection with the Activities. I understand that there are options, like public transportation, that are available if I do not wish to participate in a carpool or drive myself to the Activities.
5. I (and my parent or guardian, if I am under age 18), on behalf of myself, my personal representatives and my heirs, to the fullest extent permitted by law, hereby release, waive, discharge, hold harmless, and promise to defend, indemnify, and not to sue the University, its trustees, officers, employees, agents, other participants,

sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Activities ("Releasees"), with respect to any and all harm, injury, disability, death, loss or damage to person or property arising out of my participation in the Activities or my transportation to or from the Activities, whether arising from the negligence or carelessness of the Releasees, or otherwise.

- 6. The validity, construction and enforceability of this Agreement will be governed by the laws of the State of Minnesota, without giving effect to its conflict of laws principles. All causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of the State of Minnesota in Hennepin or Ramsey County.

ACKNOWLEDGMENT

I acknowledge that I have read this Agreement to Fully Release and Not to Sue the University of St. Thomas for Future Negligence, fully understand its terms, sign it freely and voluntarily without any inducement, and that this Agreement is to be binding upon myself, my heirs, assigns, executors, administrators, representatives and next of kin in the event of my death or incapacity.

Student Signature: _____ Date Signed: _____

PARENT/GUARDIAN OF STUDENTS OF MINORITY AGE (under age 18)

I, the undersigned, do hereby certify that I am the Parent or Guardian of the above-named Student. As Parent or Guardian with legal responsibility for this Student, I do consent and agree to the Student's release as provided above of all the Releasees and, for myself, my heirs, assigns, executors, administrators, representatives and next of kin, I release and agree not to sue and to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's participation in the Activities as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Parent/Guardian Signature: _____

Date Signed: _____ Emergency Telephone: _____