

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, _____ (name), ("Participant"), of _____ (full address) _____, desire to participate in a certain activity ("Activity") sponsored by the _____ (Club/Team/Organization), namely: _____ (Name of Activity).

I understand that the University of St. Thomas ("University") is not responsible for the planning, organization, transportation or any other aspect of the Activity. I further understand that the University makes no representation whatsoever regarding the safety of the Activity, transportation to and from the Activity and the location of the Activity.

1. I recognize that there are risks and hazards directly or inherently involved, making this a dangerous activity that may result in bodily injury, up to and including death. With full knowledge of the facts and circumstances surrounding this Activity, I voluntarily undertake this Activity and assume all responsibility and risk from my participation in this Activity, including, all risk of bodily injury, up to and including death, property damage, injury to others, and other hazards to me.

2. I assure the University and its _____ (Club/Team/Organization) that there are no health related reasons or problems which preclude or restrict my participation in this Activity. I further assure the University and its _____ (Club/Team/Organization) that I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in this Activity.

3. I (and my parent or guardian, if any), on behalf of myself, my personal representatives and my heirs, hereby release, waive, discharge, hold harmless, defend and indemnify, and promise not to sue the University, its trustees, officers, employees, students, agents, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Activity ("Releasees"), with respect to any and all harm, injury, disability, death, loss or damage to person or property, whether arising from the negligence or carelessness of the Releasees, or otherwise, to the fullest extent permitted by law arising out of my participation in the Activity.

4. The laws of the State of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of the State of Minnesota.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(SIGNATURE OF PARTICIPANT)
Age: _____
Date Signed: _____

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

I, the undersigned, do hereby certify that I am the Parent or Guardian of the above-named Participant. As Parent/Guardian with legal responsibility for this Participant, I do consent and agree to his/her release as provided above of all the Releasees and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Activity as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

(SIGNATURE OF PARENT/GUARDIAN)
Emergency Telephone Numbers:

Date Signed: _____