

NORMANDALE COMMUNITY COLLEGE

Waiver of Liability, Indemnification, and Release

READ CAREFULLY BEFORE SIGNING

I have agreed to participate in an event /activity entitled _____ organized by the _____ . I am not required to participate in this event/activity and understand that Normandale Community College (the "College") is not sponsoring or supervising this event. My participation is wholly voluntary.

I am aware of the dangers and the 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:

Any and all loss of or damage to property and/or bodily injury, including death, however caused, including negligence, resulting from, or arising out of or in any way connected with aforementioned activity/course; that she or he is of legal age and is competent to sign this Waiver of Claims and Release from Liability; and that she or he has read and understands all of the provisions herein contained.

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 College, the Minnesota State Colleges and Universities, the State of Minnesota, and its employees, agents, officers, trustees and representatives (in their official 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 the _____ 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 College, 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 _____.

In participating in this event, I agree to abide by any applicable College rules and/or policies.

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.

I acknowledge that to participate in or hold a leadership position within this activity that I must meet established college and student group eligibility standards and further acknowledge that if I do not meet these standards that I will voluntarily resign from further involvement until I meet those standards.

Print Name: _____ Birth Date: _____ Phone: _____

Sign Name: _____ Dated: _____ Tech ID: _____

Sign Name: _____ Dated: _____

(If under 18, form must also be signed by parent/guardian)