

NORTH DAKOTA STATE UNIVERSITY  
PARENT'S OR GUARDIAN'S AGREEMENT OF  
WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL RELEASE  
*To be signed by minor and adult if the participant is under 18 years of age.*

**Acknowledgment and Assumption of Risk**

The undersigned parent and/or legal guardian and participant (hereafter "participant") does hereby acknowledge that he/she is aware of the dangers and the risks to the participant's person and property involved in

participating in using the NDSU Wellness Center's facilities, equipment, programs and services. The participant understands that this activity involves certain risks for physical injury to the participant.

We also understand that there are potential risks which may presently be unknown. Because of the dangers of participating in this activity, the participant recognizes the importance and the participant agrees to fully comply with the applicable laws, policies, rules and regulations, and any supervisor's instructions Regarding participation in this activity.

The participant understands that the State of North Dakota (State) does not insure participants in the above-described activity, that any coverage would be through personal insurance, and the State has no responsibility or liability for injury resulting from this activity.

**The undersigned acknowledge, that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury, or death.**

**Waiver of Liability and Indemnification:**

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, the participant, his/her personal representatives, heirs, next of kin, successors and assigns, participant forever:

- a. **waives, releases, and discharges the State of North Dakota** and its agencies, officers, and employees from any and all liability for the participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the participant, and the participant's estate as a direct or indirect result of participation in the activity or event; and
- b. **defend, indemnify, and hold harmless the State of North Dakota**, its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from participant's actions during this activity or event.

Consent is given for the participant to receive emergency medical treatment, which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the participant, affirm that I am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to participant regarding any losses the participant may sustain as a result of participation in the activity. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

**READ BEFORE SIGNING**

Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

Signature of Minor: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_ Date \_\_\_\_\_

Date

First Name

Last Name