**Please complete this form and submit to Celeste Simmons in the office of the Vice President for Academic Affairs prior to spending money or traveling.**

**MINOT STATE UNIVERSITY
LIABILITY WAIVER**

**ACKNOWLEDGEMENT OF ASSUMPTION AND RISK**

I am aware of the possible dangers and risks to my person and property involved in participating in:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I understand that my participation in this activity may result in physical injury. I also understand there are potential risks of which I may not presently be aware. Because of the potential dangers of participating in this activity, I recognize the importance of and agree to fully comply with the applicable state and University laws, policies, rules and regulations, and any advisor’s instructions regarding participation in this activity.

I understand that Minot State University does not insure participants in the above-described activity, that any coverage would be through personal insurance, and the University has no responsibility or liability for injury resulting from this activity.

I voluntarily elect to participate in this activity with knowledge of the possible danger involved, and I hereby agree to accept and assume any and all risks of property loss/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, my personal representatives, heirs, next of kin, successors and assigns, I forever:

a. Waive, release, and discharge Minot State University and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity or event; and

b. Defend, indemnify, and hold harmless Minot State University, 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.

I also hereby consent to receive medical treatment which may be deemed advisable in the event of an injury, accident or illness during this activity or event. It is understood that any resulting expenses will be at my responsibility. This release, indemnification, and waiver shall be interpreted broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned participant, affirm that I am at least 18 years of age and 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 me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_