

ADULT LIABILITY FORM

Minnesota State University, Mankato Adventure Education Program Waiver of Liability, Indemnification, and Medical Release

READ CAREFULLY BEFORE SIGNING

I have agreed to participate in the Adventure Education Program (the "Program") offered by Minnesota State University, Mankato, MN (the "University"). The Program provides group team-building and individual problem-solving activities performed on a challenge course facility consisting of an open field and climbing apparatus of various heights and/or in various indoor gyms and off-campus spaces. Participants engage in activities requiring physical movements, including but not limited to, climbing, running, walking, skipping, jumping, throwing, twisting, turning, bending, lifting, swinging, and bodily contact.

I understand that the Program, even under the safest conditions, may be hazardous and that my participation may expose me to elements of risk that may include loss of or damage to personal property or bodily injury or death. Risks include, but are not limited to, psychological stress and physical injuries resulting from participation in the above-mentioned activities, as well as those resulting from bumping, falling, tripping, pulling, catching, impacting, exertion, sun and element exposure, and insect stings or bites. I am fully aware of the dangers and the risks to my person and property and elect to voluntarily engage in these activities.

In consideration of the University's agreement to permit me to participate in this Program, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

- 1) I agree to abide by the safety rules and regulations as set by the Program staff. Failure to do so may place myself and others in danger and will disqualify me from participation.
- 2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University, 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 attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Program 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.
- 3) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney 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 Program.
- 4) I hereby consent to allow the Program staff to obtain emergency medical treatment that may be deemed advisable in the event of injury, accident or illness during this activity or event.
- 5) 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.

Signature _____ Name _____ Date _____
Participant 18 years of age or older (Print First and Last Name)