

Minnesota State University Moorhead
Volunteer Release of Liability
READ CAREFULLY BEFORE SIGNING

I, _____, wish to volunteer on the campus of Minnesota State University Moorhead

I understand that participating as a volunteer for this program involves inherent risks that may expose me to damage to or loss of property, and physical injuries including death. Risks associated with my participation in this program, include but are not limited to travel, contact with other program participants, weather conditions, field conditions, use of equipment, and other unknown and unanticipated risks. I understand and voluntarily assume all risks related to my participation in this program.

In consideration of Minnesota State University Moorhead permitting me to participate in this program, I agree as follows:

- 1) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge Minnesota State University Moorhead, Minnesota State Colleges and Universities (“MnSCU”), 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.
- 2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Minnesota State University Moorhead, MnSCU, the State of Minnesota 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.
- 3) I hereby authorize Minnesota State University Moorhead to seek and consent to receive medical treatment in the event of injury, accident or illness during my participation in any program activity or event. I accept financial responsibility for all expenses related to my medical treatment as well as travel to receive medical treatment
- 4) I agree to comply with all University/College policies and procedures. Failure to do so will result in my disqualification from the program and I will immediately

terminate my relationship with the University/College. I understand that I am responsible for any costs associated with my disqualification from the program including travel costs.

- 5) I represent and warrant that I have a comprehensive health insurance policy that covers me for illnesses or injuries sustained during my participation in the program. I acknowledge that I have informed the University/College of any existing medical and conditions that require treatment, accommodations or about which medical personnel should be informed.

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 Date _____ Volunteer _____

Name _____
(Print)

Note to Parents and Legal Guardians:

If Volunteer is under 18 years of age, the Volunteer and the legal guardian must sign this form.

Signature Date _____ Legal Guardian _____

Name _____
(Print)