

Southwest Minnesota State University

Aquatic Facility

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of permission to use, the property, facilities, staff, equipment and services of the SMSU Aquatics Facility and locker rooms, during the dates of Dec 11 and Jan 5 2017, I, \_\_\_\_\_ (Print Name), for myself, my heirs personal representatives or assigns do hereby release, waive, discharge, and covenant not to sue The State of Minnesota, Southwest Minnesota State University, its directors, officers, employees, and agents from liability from any and all claims including the negligence of SMSU Aquatics Facility/Locker Rooms, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

\_\_\_\_\_  
Signature of Parent/Guardian of Minor    Date    Signature of User    Date

**Assumption of Risks:** The use of University property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. SMSU has facilities for and provides for activities such as social events, community outreach, clinics, classes, camps, and day care. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage.

The specifics risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment 2) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs, know, understand, and appreciate these, and other risks that are inherent in the activities made possible by Southwest Minnesota State University. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY and HOLD Southwest Minnesota State University HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at Southwest Minnesota State University and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand it terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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