

Winona State University



P.O. Box 5838
Winona, Minnesota 55987-5838
Phone: 507-457-5000

MINOR ON CAMPUS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT READ CAREFULLY BEFORE SIGNING

I hereby certify that I am the parent and/or legal guardian of _____, Name of Minor, a minor child under the age of eighteen years and do hereby acknowledge and consent to allow Minor to be on the property of Winona State University Campus as follows:

Dates on Winona State Campus: _____ to _____

Name of Event: _____

Name of WSU Student/Faculty Responsible for Minor: _____

Name of Campus Location: _____

I understand that allowing Minor to stay on Campus is wholly voluntary and I do further agree that Winona State University does NOT assume any responsibility for the care, monitoring, well-being, and/or overall safety of Minor.

I am aware of the dangers and risks to Minor's person and property that may occur while on Campus. I have instructed Minor to exercise caution and common sense when participating in any Campus activities. Risks associated with participation in any Campus activities may include, but are not limited to, loss of or damage to personal property, bodily injury, or even death. All such risks are known, understood, and assumed by me as the parent and/or legal guardian of Minor. I further understand and agree that I will be responsible for any property damage caused by Minor.

I understand that Minnesota State Colleges and Universities ("MnSCU") has policies and procedures and Winona State University has policies and regulations, including but not limited to the Winona State University Code of Conduct, Winona State University Alcohol and Drug Policy, and the MnSCU Code of Conduct which Minor must abide. I acknowledge that it is my sole responsibility to be familiar with and have relayed to Minor these policies, procedures, and regulations which are available through the official Winona State University website. I also understand that failure to abide by the WSU and/or MnSCU policies, procedures, or regulation may result in Minor's immediate removal from Campus. **I agree to assume full responsibility for any costs associated with Minor's removal from Campus.**

In consideration of the Winona State's agreement permit Minor to be on Campus, the receipt and sufficiency of which is hereby acknowledge, I agree as follows:

- 1) I represent and warrant that Minor is covered by a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries sustained or experienced, and provides coverage for emergency medical evacuation and for repatriation of remains. By my signature below, I certify that I have confirmed that said health insurance policy will adequately cover Minor; and, I hereby release and discharge the Winona State University and MnSCU of all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expenses, emergency evacuation expenses, and repatriation related expenses incurred while Minor is on Campus.
- 2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University 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) sustained to Minor's 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 Minor's participation in any campus event and/or any other incident thereto, 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 Minor's my participation in any campus event or any other incident thereto.
- 4) 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. 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 am giving up substantial legal rights I or Minor might otherwise have, and that I have signed it knowingly and voluntarily.

Signature and Print Name (Legal Name of Parent and/or Legal Guardian of Minor)

Date

Home Address: _____

Host Name: _____

Phone Number: _____

Host Tech ID: _____

Email Address: _____

Host Hall/Room: _____

Name of Alternate Emergency Contact with Phone Number: _____

Host Phone Number: _____

Health Insurance Policy Number: _____

WSU Received by Print & Sign: _____ on date: _____