



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

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

To be signed by participants in the _____ trip from _____ and returning _____ . . .

READ CAREFULLY BEFORE SIGNING

I have agreed to participate in the above-mentioned trip which involves travel from Winona, Minnesota to _____. Winona State does not require me to participate in this trip. My participation is wholly voluntary.

I am aware of the dangers and risks to my person and property that may be caused while I am participating in this trip and any associated activities. I am also aware of the dangers and risks to my person and property that may be caused by all travel related to this trip. I also understand that I shall exercise caution and common sense when participating in these activities. Risks associated with my participation in the trip 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.

I understand that while participating in this trip, I am to comport myself appropriately and responsibly at all times. I further understand that I will be responsible for any property damage I cause to the property.

I agree to abide by all Minnesota State Colleges and Universities ("MnSCU") policies and procedures and all Winona State University 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. I acknowledge that it is my sole responsibility to be familiar with 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 my immediate removal from participation in the trip and may also subject me to University approved sanctions. I agree to assume full responsibility for any costs associated with my removal from the trip.

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

- 1) I represent and warrant that I am covered by a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries I sustain or experience, and provides coverage for emergency medical evacuation and for repatriation of remains. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me; and, I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expenses, emergency evacuation expenses, and repatriation related expenses that I incur while I am participating in this trip.
- 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) 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 trip and/or any travel 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 my participation in the trip or any travel 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 might otherwise have, and that I have signed it knowingly and voluntarily.

Dated: _____

Participant Signature or Parent/Guardian's Signature if Participant is under 18)

Participant Print Name

Participant Tech ID: _____