

WINONA

STATE UNIVERSITY

WSU SPORT CLUB WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

To be signed by participants in WSU Sport Clubs, including Sport Club Council-affiliated teams as well as general sports-related clubs during each year.

READ CAREFULLY BEFORE SIGNING

I have agreed to participate in WSU Sport Club play which involves practice and competitive play, and may include travel within the Winona community and outside the Winona area. Winona State does not require me to participate in this program. 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 program and any associated activities. I am also aware of the dangers and risks to my person and property that may be caused by any travel related to my participation in WSU Sport Clubs. I also understand that I shall exercise caution and common sense when participating in these activities. I understand that the Sport Club Handbook may help me understand best practices for participating in Sport Clubs. Risks associated with my participation in this program include, but are not limited to loss of or damaged to personal property, bodily injury, or even death. All such risks are known, understood, and assumed by me.

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

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 Other 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 program and may also subject me to University approved sanctions. I agree to assume full responsibility for any costs associated with my non-compliance.

In consideration of the University’s agreement permit me in this program, the receipt and sufficiency of which is hereby acknowledged, 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 activities related to the Sports Club program.
- 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 Sport Club program and/or any Sport Club-related 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 individual 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 attorney fees, which arise out of, occur during, or are in any way connected with my participation in the Sports Club program or nay Sports Club related activities thereto.



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- 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.

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

Dated:

Participant Printed Full Name

Participant WSU Tech ID Number

Participant Date of Birth

Participant Email Address

TEAM: _____

EMERGENCY CONTACT INFORMATION

CAMPUS OR LOCAL ADDRESS:

Address: _____

City: _____ State: _____ Zip Code: _____

Local Phone Number: _____

Local Information Valid Until: _____

PERMANENT ADDRESS:

Address: _____

City: _____ State: _____ Zip Code: _____

Permanent Phone Number: _____

EMERGENCY CONTACT:

Last: _____ First: _____ Middle: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Day Phone: _____ Evening Phone: _____

E-mail: _____

Relationship: _____ Alternate Phone Number: _____

ALTERNATE EMERGENCY CONTACT:

Last: _____ First: _____ Middle: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Day Phone: _____ Evening Phone: _____

E-mail: _____

Relationship: _____ Alternate Phone Number: _____

PERSONAL HEALTHCARE PROVIDER AND HEALTHCARE ORGANIZATION



WINONA

STATE UNIVERSITY

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Day phone: _____ Emergency after-hours phone: _____

