PARTICIPANT RELEASE OF LIABILITY – READ BEFORE SIGNING

I, , wish to participate in the Program described above. In consideration of being allowed to participate in any way in the Program, I acknowledge, appreciate, and agree that:

1. **Risks.** The risks of the activities involved in this Program are significant, including the potential for permanent injury, paralysis and death. Rules, equipment, and personal discipline may reduce the risks, but the risk of serious injury and death will continue to exist.

2. **Release.** I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation. On behalf of myself, my heirs, next of kin, successors, assigns, and anyone else who might claim through me, on my behalf, or who might have a claim arising out of, related to, or based upon any disability, death, or loss or damage to person or property I may experience as a result of the Program, I expressly forever release, indemnify and hold harmless the Regents of the University of Minnesota, directors, employees, volunteers, leaders, sponsors, Program organizers, promoters, and each of their agents, representatives, successors and assigns, and all other persons associated with the Program (“Releasees”) from any and all loss, cost, expense or other damage of any kind, including but not limited to insurance subrogation and attorney’s fees (together and singly, “Claims”). **THIS RELEASE AND PROMISE APPLIES EVEN TO CLAIMS BASED IN WHOLE OR IN PART ON RELEASEES’ NEGLIGENCE AND/OR GROSS NEGLIGENCE, TO THE EXTENT PERMITTED BY LAW, BUT NOT RELEASEE’S WILLFUL OR WANTON ACTS.**

3. **General.** I have no medical condition that might inhibit my active participation in the Program. I possess the necessary skills and agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring the hazard to the attention of the nearest event staff member immediately.

4. **Emergency.** Event staff may render first aid and/or obtain medical treatment s/he deems necessary. I will be financially responsible for all costs incurred thereby, regardless of insurance coverage.

5. **Governing Law and Jurisdiction.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of the State of Minnesota.

**I HAVE READ THIS LEGALLY BINDING DOCUMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

__________________________ Age: _____ Date Signed: ________________
PARTICIPANT’S SIGNATURE

(University completes this section):
Program: 2015 UMD Homecoming Parade
Department Conducting Program: UMD Campus

Program Activities (including transportation, if any): Mutt Strutt as part of the UMD Homecoming Parade
FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
UNDER AGE 18 AT TIME OF REGISTRATION

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

PARENT/GUARDIAN’S SIGNATURE

EMERGENCY PHONE #(s)

EMERGENCY PHONE #(s)

Date Signed: ____________________________