

Carleton College
Waiver of Liability, Assumption of Risk, and Indemnity Agreement

THIS SECTION TO BE COMPLETED BY CARLETON DEPARTMENT	
Department Name: Student Activities	
Faculty/Staff Contract Name:	Phone: 4462
Name of Activity: Fencing	Date(s):
Risks of Activities: Lacerations, broken bones, head/eye injuries, brain damage, paralysis, back/neck/spine injuries, heat attach, stroke, trauma from physical contact with participants, equipment, or playing surface, death	

Representations: I wish to voluntarily participate in the Carleton College above referenced Activity. I represent that I am in good health and in proper physical condition to safely engage in the Activity. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activity. In the Activity of injury or illness during my participation in the Activity, I authorize Carleton and the Activity Organizers to administer and/or secure medical treatment on my behalf, and I agree to accept responsibility for the full expense of such medical care along with other related expenses such as ambulance transportation.

Assumption of Risk: I understand and acknowledge there will be known and unknown risks, dangers, and hazards, which may be encountered in the above mentioned Activity and that accidents and injuries commonly happen, often without fault on the part of the participants or the Activity Organizers. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as loss of personal property, scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, concussions and traffic accidents to 3) catastrophic injuries including paralysis and death. **By electing to voluntarily participate in the Activity, I understand that I am accepting the risk of accidents and injuries that might arise out of my participation.** I understand that these risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activity, or the acts, inaction or negligence of the Released Parties defined below, and I voluntarily assume any and all risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Activity.

Insurance Coverage: I understand that Carleton does not undertake to provide health, accident, disability, hospitalization, personal property, or other insurance to participants in the Activity. I affirm that I have appropriate medical insurance in the Activity medical attention is needed for me by reason of my participation in the Activity.

Waiver of Liability: In consideration of being permitted to participate in the Activity, I hereby release, discharge and agree to hold harmless Carleton (including but not limited to the Activity Organizers), Carleton's trustees, officers, faculty members, employees, agents, advisors or any one or more of them, or their executors, administrators, heirs or assigns (the "Released Parties") from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, on account of injuries to my person or property caused in whole or in part by the active or passive negligence of the Released Parties, arising out of or in connection with my participation. I intend for this release and indemnity agreement to protect the Released Parties from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, of my executors, personal representatives, heirs and assigns, or any other person or entity, on account of injuries to my person or property, including injuries resulting in my death. I also recognize and agree that the Released Parties assume no responsibility for any liability, damage, or injury that I might sustain due to the intentional or negligent acts or omissions of any other person participating in the Activity.

Indemnification and Hold Harmless: In further consideration of my being permitted to participate in the Activity, I, for myself and for my executors, personal representatives, heirs and assigns, hereby assume full responsibility for the risks, foreseen or unforeseen, of property damage, injuries, or death to myself or to others arising out of my participation. I agree to indemnify and hold harmless the Released Parties from all claims, demands, damages, costs, expenses, actions and causes of action, present or future, including but not limited to costs of medical treatment and reasonable attorneys' fees, that may accrue to any person or entity as a result of any property damage, injuries, or death, caused by me or arising out of my participation in the Activity.

Severability: I expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any of its provisions are held to be invalid, 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 its terms, and understand that I am giving up substantial rights, including my right to bring legal action or assert a claim against Carleton. **I acknowledge that by signing below, I am signing the agreement freely and voluntarily and affecting a complete and unconditional release of all liability to the greatest extent allowed by law.**

Printed Name of Participant: _____ **Age:** _____

Participant's Signature: _____ **Date:** _____

As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation the Activity.

Parent/Guardian Signature: _____ **Date:** _____