

**PARENT’S OR GUARDIAN’S AGREEMENT OF
WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL RELEASE**

To be signed by adults if the participant is under 18 years of age.

Acknowledgment and Assumption of Risk

The undersigned parent and/or legal guardian does hereby acknowledge that he/she is aware of the dangers and the risks to the participant’s person and property involved in participating in:

Nevertheless, the undersigned parent and/or legal guardian acknowledges that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and the undersigned parent and/or legal guardian hereby agrees to accept and assume any and all risks of property damage, personal injury, or death.

Waiver of Liability, Indemnification, and Medical Release:

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of the participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned parent and/or legal guardian forever:

- a. **waives, releases and discharges the State of North Dakota** and its agencies, officers, and employees from any and all liability for the participant’s death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the participant, and the participant’s estate as a direct or indirect result of participation in the activity or event; and
- b. **indemnifies, saves, and holds harmless the State of North Dakota** and its agencies, officers, and employees of, from and against any and all claims of any nature including all costs, expenses and fees arising out of or resulting from participant’s actions during this activity or event.

Consent is given for the participant to receive medical treatment, which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned parents and/or legal guardian, affirm that I am at least 18 years of age and am freely signing this agreement. **I have read this form and fully understand that I am giving up legal rights** and/or remedies which may otherwise be available to the minor participant regarding any losses the participant may sustain as a result of his/her participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

READ BEFORE SIGNING

| | |
|---------------------------------|---------------|
| Name of Minor: | Age of Minor: |
| Signature of Parent/Guardian | Date |
| Printed name of Parent/Guardian | Date |
| Witness: | Date |