

UNDER 18 FORM: This form is to be utilized if the participant is under 18 years of age.

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

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: (list the activity) Swimming Lessons.

I understand that this activity involves certain risks for physical injury, including, but not limited to: Death, injury, serious neck and spinal injuries, paralysis, brain damage and injury to vital organs, bones, joints, muscles and tendons. I will counsel my child so he/she understands that it is important for his/her safety and the safety of others to follow all instructions of teachers, coaches, and staff. I agree that I am responsible for my child's conduct while he/she is participating at the activity.

The undersigned parent and/or legal guardian and participant understand that this activity involves certain risks for physical injury to the participant. I also understand that there are potential risks of which I may not presently be aware or which may presently be unknown. Because of the dangers of participating in this activity, the undersigned parent and/or legal guardian and participant recognize the importance and the participant agrees to fully comply with the applicable laws, policies, rules and regulations, and any supervisor's instructions regarding participation in this activity.

The undersigned parent and/or legal guardian and participant understand that Mayville State University does not insure participants in the above-described activity, that any coverage would be through personal insurance, and Mayville State University has no responsibility or liability for injury resulting from this activity.

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

Waiver of Liability and Indemnification

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, 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 Mayville State University 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. defends, indemnifies, and holds harmless the Mayville State University, its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result 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 parent and/or legal guardian, affirm that I am freely signing this agreement. I have read this agreement and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to myself, the minor participant regarding any losses the participant may sustain as a result of participation in the activity. I agree that if any portion of this document is held invalid, the remainder will continue in full force and effect.

Name of Minor: _____ Age of Minor: _____

Signature of Parent/Guardian: _____ Date _____

Printed Name of Parent/Guardian: _____ Date _____

Instructions to any emergency medical provider (allergies, chronic conditions, etc.; family may also provide such information in a sealed or unsealed envelope to park district coordinators). Please include an emergency phone contact:

Insurance Information: _____
(To be retained by originating department)