



P.O. Box 40242
1430 Concordia Ave.
St. Paul, MN 55104

WAIVER AND RELEASE OF LIABILITY

Last Revised: October 2018

SUMMARY: You agree to not hold us, including our trip coordinators and board members responsible for anything that happens at a Rover Activity unless we are intentionally or willfully negligent.

In consideration of the risk of injury while participating in Minnesota Rovers Outdoors Club ("MN Rovers") "Activities." I hereby, on behalf of myself, my heirs, representatives, successors, executors, and administrators knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action arising out of my participation in the "Activity," and do hereby release and forever discharge MN Rovers, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (the "indemnities"), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned "Activity," including traveling to and from an event related to this Activity. I assume all related risks, both known or unknown to me, of my participation in this "Activity."

SUMMARY: You agree to reimburse us if we get sued by you or someone on your behalf in connection with an MN Rovers activity.

I agree to indemnify and hold harmless MN Rovers against any and all claims, suits or actions for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If MN Rovers incurs any of these types of expenses, I agree to reimburse MN Rovers.

I acknowledge that the "indemnities" are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of MN Rovers.

SUMMARY: You are financially responsible for your own medical care as well as damage to equipment or facilities caused by you.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

Both the Participants and MN Rovers agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. I also understand that if any portion of this release and waiver is deemed overreaching or void for any reason, all other portions not deemed overreaching or void remain valid and in effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND UNDERSTAND THAT I AM GIVING UP CERTAIN RIGHTS BY SIGNING IT. I fully understand its content, and that this release cannot be modified orally. I am signing it voluntarily and freely and am at least 18 years of age, or as a legal guardian agreeing on behalf of my minor child/ren, and am competent to sign. I understand that this release does not apply to any intentional, willful, or wanton acts on the part or on any of the "indemnities." I also understand that if any portion of this release and waiver is deemed overreaching or void for any reason, all other portions not deemed overreaching or void remain valid and in effect.

TRIP NAME / ACTIVITY

COORDINATOR(S)

SIGNATURE OF MEMBER/PARTICIPANT IF 18 OR OLDER

PRINTED NAME OF MEMBER/PARTICIPANT

DATE

SIGNATURE OF PARENT/LEGAL GUARDIAN IF UNDER 18

PRINTED NAME & RELATIONSHIP OF PARENT/LEGAL GUARDIAN

DATE