

## WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I am a student at Central Lakes College and have agreed to participate in the current student activity trip. My participation is wholly voluntary. In consideration of the College's agreement to permit me to participate in the project, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

- 1) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release and forever discharge the College and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, any activities or field trips, regardless of whether they are sponsored, supervised or controlled by the College, except for any injury or damage as may be caused by the gross negligence and/or wanton misconduct of the agents or employees of the College.
- 2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the College and its employees, agents, officers, trustees, and representatives (in their official and individuals capacities) from any and all liability, loss, damage, or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Program, any related independent travel, any activities or field trips regardless of whether they are sponsored, supervised or controlled by the College.
- 3) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Minnesota, U.S.A., and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I have had the opportunity to consult with legal counsel, have read this entire document and understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I am signing it knowingly and voluntarily.

Dated:

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Signature of Parent/Guardian  
(required if student is under 18 years  
of age or a PSEO student)

\_\_\_\_\_  
Print Name of Student

\_\_\_\_\_  
Print Name of Parent/Guardian

**RELEASE OF LIABILITY**

I wish to participate in the current student activity trip. I knowingly and voluntarily assume the risk of any injuries, regardless of severity, and including death, and all risk of damage to or loss of property which I may incur due to negligence or accidentally while I am participating in this field trip.

In consideration for the opportunity to participate in this field trip, I, on behalf of myself, my agents, heirs, and next of kin, hereby release the Central Lakes College and their respective employees, agents, members, and representatives from any responsibility or liability for personal injury, including death, and damage to or loss of property that I may incur due to negligence of the groups named above or my own negligence or due to accidental occurrences while I am traveling to or from, engaged in, or otherwise participating in the field trips.

I certify that to my knowledge there is no medical reason why I cannot safely participate in this field trip.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**NOTICE**

**Participants under 18 years of age must have this release co-signed by their parent of guardian.**

\_\_\_\_\_  
Signature of Parent/ Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**STATEMENT OF RESPONSIBILITY, RELEASE AND AUTHORIZATION  
TO PARTICIPATE IN  
CENTRAL LAKES COLLEGE  
TRAVEL STUDY OPPORTUNITY**

I, \_\_\_\_\_, am a student at Central Lakes College. I have agreed to participate in the current student activity trip sponsored by the College. I understand and hereby acknowledge that my participation in the project is wholly voluntary. In consideration of being allowed to participate in the project, I hereby agree as follows:

- 1) I hereby represent and warrant that I am and will be covered throughout the program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I sustain or experience while participating in Program activities, and, more specifically, in the states/countries in which I will be traveling while on the Program. By my signature below, I certify that my health insurance policy will adequately cover me while traveling to or participating in Program activities; and absolve the College of all responsibility and liability for any injuries (including death), illness, claim damages, charges, bills, and/or expenses I incur during the course of the travel study. I agree to report to the College any physical or mental condition I have which may require special medical attention or accommodation during the Program at least thirty (30) days prior to departure.
- 2) I understand and acknowledge that there are inherent health risks associated with traveling. I agree that I am personally responsible for obtaining all health information, instruction, medical procedures, immunizations and medications appropriate to my intended travel. I recognize that the College is not responsible for any of my medical or medication needs and I assume all risk and responsibility therefore. I further agree that if I become incapacitated, the College, through its agents and employees, may take whatever action is deemed necessary with respect to my health and safety. I authorize the College, its agents and employees to place me, at their discretion and without further consent, in a hospital or in the care of a local doctor or other appropriate health care provider for medical services and treatment. If necessary or desirable, I also authorize them to transport me back to my home by commercial airline or otherwise for medical treatment. I agree that I am fully responsible for any and all expenses, including transportation costs, associated with or in any way related to my medical care.
- 3) I understand that the College reserves the right to make changes to the Program itinerary at any time and for any reason, with or without notice, and the College shall not be liable for any loss whatsoever to me by reason of any such change or cancellation. Any additional expenses resulting from the above will be paid by me. The College reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Specific room and housing assignments are within the sole discretion of the College.

- 4) I understand and acknowledge that the College assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the College, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service, or for any substitution of hotels or of common carriers beyond the College's control, with or without notice, or for any additional expense occasioned by any of the foregoing. If due to weather or other uncontrollable factors I am required to spend additional nights, the College will not be responsible for my hotel, transfers, meal costs or other expenses. My baggage and personal property are transported at my risk entirely. The right is reserved by the College, in its sole discretion, to cancel the Program or any aspect thereof prior to or after departure, requiring that all participants return to Minnesota if the College determines or believes that any person is or will be in danger if the Program or any aspect thereof is continued.
- 5) The College reserves the right to decline to accept or retain me in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of the College, or any provision of the College Student Code of Conduct, which I hereby agree shall apply to my conduct while I am off campus, I understand that I may be referred to appropriate College officials for disciplinary action. I agree that College officials may disclose information about me that may be classified as confidential or private to my parents, or others I have named as emergency contacts, as they deem appropriate or necessary for Program purposes while I am participating in travel study activities.
- 6) Although the College is sponsoring this course, I understand that faculty or representatives or agents may not be supervising me at all times. I may have the opportunity to travel independently, subject to the faculty director's requirements for participation in activities that are part of the Program. During such independent travel, I understand that I am responsible for my own safety and cannot hold the college liable for any injuries to my person or property or any other losses as a result of my participation in the Program.

If I decide to leave the Program before its completion, I will provide the college with advance written notice of my intention. If I leave the Program early, the College has no liability to provide or arrange for transportation, housing, dining, or other services to me in connection with my premature departure.

- 7) I understand that I will be subject to the laws of the states that the disaster is taking place in. I agree to comply with those laws, as well as the College Student

Code of Conduct, including refraining from using, possessing or selling any illegal drugs. I understand that being charged with any infraction of the laws of another state or country, including possession of any illegal drugs, is grounds for immediate expulsion from the Program without refund. In addition, I understand that should I have any legal problems while participating in the Program, I am responsible for any legal costs incurred as a result. The College cannot provide legal counsel in such circumstances.

- 8) I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of the Agreement. I have had the opportunity to review this document with legal counsel. This Agreement represents my complete understanding with the College concerning the College's responsibility and liability for my participation in the Program, and it supersedes any previous or contemporaneous understandings I may have had with the College or its representatives on this subject, whether written or oral, and cannot be changed or amended without the parties' mutual written consent. My signature represents my voluntary agreement.

Dated:

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Name of Student (Printed)

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**Notice: Participants under 18 years of age and PSEO students must have this release co-signed by their parent or guardian.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Name of Parent/Guardian (Printed)