



Waiver of Liability, Indemnification and Medical Release

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

The undersigned parent and/or legal guardian and participant agree that if at any time they believe something to be unsafe, it will be brought to the attention of a NDSCS representative.

In consideration for being allowed to voluntarily participate in the above-referenced activity, 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 the State of North Dakota** and its agencies, officers, and employees from any and all negligence and 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 above referenced activity; and
- b. **defend, indemnify, and hold harmless the State of North Dakota**, its agencies, officers, and employees, from and against any and all claims of any nature including all costs, expenses, and attorney’s fees which in any manner result from the 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 form 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 is held invalid, the remainder will continue in full legal force and effect.

READ BEFORE SIGNING

Name of Minor Age of Minor

Signature of Minor Date

Signature of Parent/Guardian Date

Printed Name of Parent/Guardian