



WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

To be signed by participants in the _____ Farm Tour on _____ 2009.

READ CAREFULLY BEFORE SIGNING

I understand that I will be touring a working farm as part of a class related to the Sustainability Farm Tour (“Tour”) initiative and as such I may encounter farm machinery and livestock. I also understand that I may have the opportunity to interact with the machinery or livestock as well as other outdoor activities. I am aware of the dangers and risks to person and property that may be caused while participating in these activities. Risks associated with participation in these activities include, but are not limited to, loss of or damage to personal property, bodily injury, or even death. All such risks are known, understood, and assumed by me.

In consideration of my participation in these activities, I agree as follows:

- 1) I represent and warrant that I am covered by a policy of comprehensive health and accident insurance which provides coverage for illnesses or injuries I sustain or experience, and provides coverage for emergency medical evacuation and for repatriation of remains. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me; and, I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expenses, emergency evacuation expenses, and repatriation related expenses that I incur while participating in the Tour.
- 2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) (“Releasees”) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Tour and/or any travel incident thereto, whether caused by the negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees.
- 3) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with my participation in the Tour.
- 4) 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 thereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, and that by signing it am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Dated: _____

(Signature) (parent/guardian signature if participant is under 18)

Name (Printed)