



WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

To be signed by Winona State University students participating in the _____ (Club Name or “Individual”) clean-up and rebuilding efforts in Southeastern Minnesota (Rushford, Hokah, Houston, Minnesota City, LaCrosse, LaCrescent, Goodview, and Winona), hereinafter, “Activity”. (“Activity”), set up by Professor(s) or Staff Member(s) _____, Winona State University, hereinafter, “University”.

READ CAREFULLY BEFORE SIGNING

I have agreed to participate in this Activity, which involves travel to areas in Southeastern Minnesota (Rushford, Hokah, Houston, Minnesota City, LaCrosse, LaCrescent, Goodview, and Winona) affected by the August 2007 flood. Winona State does not require me to participate in this Activity. My participation is wholly voluntary.

I am aware of the dangers and risks to my person and property involved in participating in this activity. Risk associated with my participation in the Activity include, risk normally associated with travel, including but not limited to risk of injury and/or death. I also understand that while in one of the Southeastern Minnesota locations affected by the August 2007 flood I will be participating in community service cleanup or renovation work projects directly related to flood relief, which may involve in cleaning, painting, construction and other improvement/beautification activities. I agree to assume any and all risks associated with clean-up related activities, including but not limited to, injury, illness, or death due to exposure to mold, asbestos, lead, and any other contaminated materials that I may encounter.

I accept the sole responsibility to ascertain what if any vaccinations are required and/or recommended in order to participate in any of the flood relief related activities. I understand that I should consult my physician regarding any required/recommended vaccinations.

I agree to conduct myself in an appropriate manner at all times during my stay and assume full responsibility for my behavior and personal safety. I agree to abide by all Minnesota State Colleges and Universities (“MnSCU) polices and procedures and all Winona State University policies and regulations, including the University Code of Conduct. I acknowledge that it is my sole responsibility to be familiar with these policies, procedures, and regulations which are available through the official Winona State University website. I understand that failure to abide by the policies, procedures, or regulation may result in my immediate removal from participation in the Activity and may also subject me to University approved sanctions. I agree to assume full responsibility for all costs associated with my removal from the Activity.

In consideration of the University's agreement to permit me in this Activity, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

- 1) I represent and warrant that I will also be covered by a policy of comprehensive health and accident insurance, which provides coverage for illnesses or injuries I sustain or experience, coverage for emergency medical evacuation and for repatriation of remains; and, specifically, provides coverage in the area where I will be traveling. By my signature below, 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 this Activity.
- 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 my 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 Activity 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 this Activity or any travel incident thereto.
- 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, that I am at least eighteen (18) years of age, 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)

Name (Printed)