

**NORTH DAKOTA STATE UNVERISITY  
PARTICIPATION, WAIVER, AND RELEASE OF LIABILITY FORM**

***Acknowledgment and Assumption of Risk***

I am aware of the dangers and the risks to my person and property involved while participating in:

\_\_\_\_\_

\_\_\_\_\_

I understand that this activity involves certain risks for physical injury. I also understand that there are potential risks of which I may not be aware. Because of the dangers of participating in this activity, I recognize the importance and agree to fully comply with the applicable laws, policies, rules and regulations, and any supervisor's instructions regarding participation in this activity.

I understand that the State of North Dakota (State) does not insure participants in the above-described activity, that any coverage would be through personal insurance, and the State has no responsibility or liability for injury resulting from this activity.

**I voluntarily elect to participate in this activity with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death.**

**Waiver of Liability and Indemnification:**

In consideration for being allowed to voluntarily participate in the above-referenced activity/event on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- a. **waive, release, and discharge the State of North Dakota** and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity or event; and
- b. defend, **indemnify, and hold harmless the State of North Dakota** and 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 participant's actions during this activity or event.

I hereby consent 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 participant, affirm that I am at least 18 years of age and 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 me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

***READ BEFORE SIGNING***

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

***(To be retained by originating department.)***