

# **ST. CLOUD STATE UNIVERSITY**

## **Waiver of Liability, Indemnification, and Release**

### **READ CAREFULLY BEFORE SIGNING**

I have agreed to participate in traveling to China organized by St. Cloud State University. I am not required to participate in this event. My participation is wholly voluntarily.

I am aware of the dangers and the risks to my person and property involved in participating in this event. Risks associated with my participation in event include, but are not limited to, dangers and risks of loss associated with international travel, dangers and risks of loss associated with being in China. All such risks are known and understood by me.

I agree as follows:

- 1) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University, the Minnesota State Colleges and Universities, the State of Minnesota, 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 St. Cloud State University program in China 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.
- 2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University, the Minnesota State Colleges and Universities, and the State of Minnesota, and their 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 St. Cloud State University program in China.

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. I agree that this Agreement is to be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law.

I hereby grant the university full authority to take whatever actions they may consider warranted under the circumstances concerning my health and safety, and I fully release each of them from any liability for such decisions or actions as may be taken in connection therewith. I agree to be financially responsible for any and all expenses related to medical treatments as well as travel to receive medical treatment

In the event that I am incapable of seeking and/or consenting to medical attention, I place within the discretion of the university the decision to seek and authorize any and all professional medical attention and/or services except the withholding or withdrawal of life sustaining procedures, as well as transportation by any conveyance to the closest medical facility deemed adequate by the university. I agree to be financially responsible for any and all expenses related to medical treatments as well as travel to receive medical treatment.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

NOTICE: Individuals under 18 years of age must have release co-signed by their parents or guardians.

PARENT OR GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State Zip

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_