

Carleton College
ONE NORTH COLLEGE STREET
NORTHFIELD, MN 55057

WAIVER AND RELEASE OF LIABILITY AGREEMENT: I hereby agree, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives, assigns, and/or guests, if any, to the following:

That in consideration of **Carleton College** allowing my use of Carleton College facilities and its locations and participation in its activities, under the terms set forth herein, I agree to hold harmless, release and discharge **Carleton College**, its owners, agents, employees, personnel, sponsors, officers, directors, representatives, assigns, members, affiliated organizations, insurers, and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to **Carleton College's** and/or its ASSOCIATES' ordinary negligence; and I do further agree that, except in the event of **Carleton College's** and/or its ASSOCIATES' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against **Carleton College** and/or its ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor children and/or legal wards, if any, in relation to the premises and/or operations of **Carleton College**.

That if I engage in any physical activity or use of any **Carleton College** facility on the premises, I agree to do so at my own risk and assume the risk of any and all injury and/or damage while engaging in any physical activity or use of any **Carleton College** facility on the premises. My assumption of risk includes, but is not limited to, my use of any **Carleton College** pediatric, exercise equipment (mechanical or otherwise), the locker room, sidewalk, parking lot, stairs, pool, sauna, gymnasium, reception area or any equipment in any **Carleton College** facility. I agree to assume this risk in my participation in any activity, class, program, service, instruction or **Carleton College** sponsored event. I agree that I am VOLUNTARILY participating in **Carleton College** activities and using **Carleton College** facilities and premises and assume all risk of injury, harm, damage, or loss to me and my property that might result, including, without limitation, any loss or theft of any personal property. In the event of illness or injury to my child, I authorize any official representative of Carleton College to administer and/or secure medical treatment as deemed necessary by said representative.

This Agreement shall be governed by the laws of the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I attest that I am fit and prepared to use **Carleton College** facilities and participate in **Carleton College** activities. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK. I AM AWARE AND AGREE THAT BY SIGNING THIS WAIVER AND RELEASE, I AM GIVING UP MY RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST **CARLETON COLLEGE** FOR ITS NEGLIGENCE OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. I HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Printed Name: _____

Student(s) Name(s): _____

Signature: _____

Date: _____