

## 2025 BLACK HILLS STATE UNIVERSITY

### Release and Waiver of Liability; Assumption of Risk Agreement; Indemnity Agreement; and Consent to Medical Treatment and Emergency Contact Form

By my signature below, I acknowledge that I (on behalf of my minor child, where applicable) am aware of, appreciate the character of, and voluntarily assume the risks, foreseeable and unpredictable, which may include (potential risks of activity): ALL DAKOTA DREAMS CAMP ACTIVITIES, while participating in (specify activity): DAKOTA DREAMS CAMP, and that this assumption is consideration for my (or my minor child's) participation.

Additionally, by my signature below, on behalf of myself (and my minor child), my heir, next of kin, successors in interest, assigns, personal representatives, and agents, and as consideration for my participation in the above activity, I do hereby:

1. Waive, release, and forever discharge any claim, cost, loss, damages, liability, or expenses, including attorney's fees, against the State of South Dakota, South Dakota Board of Regents, and Black Hills State University, its officers, employees, and agents from any liability for injuries to my person or property resulting from my participation in, or the cancellation of, the activity listed above;
2. Agree to indemnify and hold harmless the State of South Dakota, South Dakota Board of Regents, and Black Hills State University, its officers, employees, and agents for any claims, cost, loss, damages, liability, or expenses brought by third parties, arising from my participation in the activity listed above, unless the liability is the result of Releasees' sole negligence or willful misconduct;
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above. I have private insurance that would cover any injuries that I sustain, and my insurance company's name is \_\_\_\_\_ with Insurance Policy No. \_\_\_\_\_ and is a policy issued to \_\_\_\_\_ (policy holder's name). This insurance is valid through \_\_\_\_\_ (Date);
4. I further agree to abide by all federal and state laws, as well as SDBOR and University rules and regulations, and I understand that I am subject to potential criminal, civil, and administrative action for a breach of these laws and regulations, and that I am responsible for being familiar with the laws, rules and regulations; and
5. Acknowledge and warrant that I have been advised to consult with my doctor about whether I can safely participate in this program and I further warrant that I have no health issues that would preclude my participation in this activity or constitute a health risk to myself or others generally, or in the context of the above activity.

*I have read this release and waiver of liability; assumption of risk agreement; indemnity agreement; and consent to medical treatment. I fully understand its terms and understand that I have given up substantial legal rights by signing it and have signed it freely and voluntarily, after having been given the opportunity to discuss its terms and consequences with an attorney, and without any inducement, assurance or guarantee being made to me, and I intend my signature to be a complete and unconditional release of all liability.*

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

(By signing this Release, you are representing that you are 18 years or older at the time of the execution of this agreement)

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**For Minors:** The minor and parent or guardian hereby consent to receive any medical treatment that may be deemed advisable in the event of injury, accident or illness during this activity.

*The parent or guardian has read this release and waiver of liability; assumption of risk agreement; indemnity agreement; and consent to medical treatment. I fully understand its terms and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily, after having been given the opportunity to discuss its terms and consequences with an attorney, and without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.*

Name of Parent or Guardian \_\_\_\_\_ Relationship \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ (initial) I represent that I have sole legal custody of or am the sole parent/guardian authorized to execute in full this document.

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#### Emergency Contact Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**2025 BHSU DAKOTA DREAMS SUMMER CAMP**  
**MEDIA, PHOTO & VIDEO RELEASE, WAIVER, INDEMNITY & HOLD HARMLESS FORM**

By my signature below, on behalf of myself as Participant (Staff or Student), or my child as Participant (if applicable), and the Participant's heirs, next of kin, successors in interest, assigns, personal representatives, and agents, and as consideration for Participant's ability to engage in the following Activity entitled, BHSU Dakota Dreams Summer Camp, hosted by Black Hills State University, and held at BHSU, WDT, SD Mines, and the Black Hills Region (Employer Site Visits), on the property of Black Hills State University, I do hereby:

1. Authorize the State of South Dakota, South Dakota Board of Regents, BHSU, and their legal representatives, or successors and assigns ("Releasees") the absolute right and the unrestricted, perpetual, and worldwide license to photograph and record audio and/or visual impressions of Participant's name, likeness, image, voice, appearance, performance and/or creative media associated with the Activity ("Images"); to use Participant's name and identity in connection with those impressions; and to copyright, publish and/or use, edit, mix or duplicate such photographs or recordings in whole or part, or composite form made for art, advertising, trade or any lawful purpose, and in any medium or format existing now or in the future ("Uses").
2. Waive any and all intellectual or proprietary rights that Participant may have associated with the Images or Uses; any right to inspect and approve the finished product, application, or the advertising of the Images or Uses; any right or expectation that the Images or Uses be completed or published; and any right or claim to payment or compensation for such Images or Uses.
3. **Release, discharge, indemnify and agree to hold harmless Releasees, and their officers, employees, and agents, from liability to Participant by virtue of any Images or Uses whatsoever, whether intentional or otherwise, that may occur or in any way result from the capture of said Images, or any processing tending toward the completion of said Uses.**

*By my signature below, I acknowledge having read this Media, Photo & Video Release Waiver, Indemnity & Hold Harmless Form agreement in full and that I fully understand its terms and understand that I have given up substantial rights by signing it, but affirm that I have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me. I further intend my signature below to be a complete and unconditional release of all liability.*

Camper Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**Parents and/or Guardians (Required if Participant is Under 18 Years of Age):**

*I have read this Media, Photo, and Video Release Form, waiver, and hold harmless agreement. I fully understand its terms and understand that I and my minor child have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability and of substantial rights. Additionally, I, the undersigned parent and/or legal guardian, hereby assert that I have full authority to bind.*

**Parent/Guardian**

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

Printed Name: \_\_\_\_\_ 4