

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): _____, while participating in (specify activity): _____, 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: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____