



MINNESOTA STATE

## Waiver of Liability, Release, and Indemnification Agreement for Minors Under the Age of 18

To be signed by parent, legal guardian, or adult with authority over participants who are under the age of 18.

### READ CAREFULLY BEFORE SIGNING

I, \_\_\_\_\_, am the parent or legal guardian of, or have authority over the participant \_\_\_\_\_ who is a minor child under the age of 18. I voluntarily agree for my minor child to participate in the Nitro-X Camp (“Activity”) at \_\_\_\_\_ (“Minnesota State”). My minor child is not required to participate in the Activity. The Activity consists of hands-on activities, technical sessions, hands-on tinkering with RC cars, painting RC car bodies and participating in off campus VIP tours at local industry partners.

I am aware of the dangers and risks to my minor child and property involved in participating in the Activity. Risks associated with my minor child’s participation in the Activity include, but are not limited to, loss of or damage to personal property, bodily injury, or even death. All such risks are known, understood, and assumed by me.

In consideration of Minnesota State’s agreement to permit my minor child to participate in this Activity, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

I agree to inform my minor child of the safety rules and regulations as set by Minnesota State. My minor child’s failure to abide by the safety rules and regulations will disqualify my minor child from participation in the Activity.

I, individually, and on behalf of my minor child, hereby waive, release and forever discharge Minnesota State, the State of Minnesota, and their employees, agents, officials, trustees and representatives (in their official and individual capacities) (the “Releasees”) from any and all liability whatsoever for any and all damages, losses or injuries (including death) to my minor child 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, occur during, or are connected in any manner with my minor child’s participation in the Activity, whether caused by the negligence of the Releasees or otherwise.

I, individually, and on behalf of my minor child, hereby agree to indemnify, defend and hold harmless Minnesota State, the State of Minnesota, and their employees, agents, officials, trustees and representatives (in their official and individual capacities) (the “Indemnitees”) from any and all liability,

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loss, damage or expense, including attorney fees, that the Indemnitees or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, damages, costs or expenses, including attorney's fees, which arise out of, occur during, or are connected in any manner with my minor child's participation in the Activity, whether caused by the negligence of the Indemnitees or otherwise.

I hereby consent for my minor child to receive medical treatment that may be deemed advisable in the event of injury, accident or illness during this Activity. I agree to repay Minnesota State for the costs of any such medical treatment that Minnesota State may incur.

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 is held invalid, the balance 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.

In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that I am at least eighteen (18) years of age, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Signature of Parent or Legal Guardian \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

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## Image Release and Waiver

I hereby grant the Board of Trustees of the Minnesota State Colleges and Universities (“Minnesota State”) and Nitro-X permission to reproduce my name, likeness, identity, voice, photographic image, videographic image, and oral or recorded statements (hereinafter “Recordings”) from Nitro-X Camp in any publication by Minnesota State and Nitro-X intended for research, educational, promotional, fund-raising, or other related use, including webpages and web-based publications.

By signing this form, I waive and release Minnesota State and its officers, agents, and employees, and Nitro-X from any claim or liability relating to the use of my name, likeness, identity, voice, photographic image, videographic image, and oral or recorded statements. I hereby waive any right that I may have to inspect or approve the finished Recordings. I understand that the Recordings and copyright will be the sole property of the Board of Trustees of the Minnesota State Colleges and Universities and Nitro-X.

I acknowledge that Minnesota State and Nitro-X will rely on this waiver and release in producing, broadcasting, and distributing materials containing my name, likeness, identity, voice, photographic image, videographic image or oral or recorded statements, and that I will receive no money or remuneration of any kind from Minnesota State or Nitro-X related to this waiver and release or the materials covered by this waiver and release. I further consent to the public release of the Recordings for the above-stated purposes, pursuant to the consent provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 et seq., if applicable.

I acknowledge and represent that I am over the age of 18, have read this entire document, that I understand the contents, meaning, and impact of this waiver and release, and that I have signed it knowingly and voluntarily on behalf of myself and/or my minor children (if applicable).

**Event Name:** Nitro-X Summer Camp \_\_\_\_\_ **Camp Dates:** \_\_\_\_\_

**Student Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**If Under 18:**

**Parent/Guardian:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_