

SOUTH DAKOTA STATE UNIVERSITY

Participation and Self-Transportation Agreement; 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 am aware of, appreciate the character of, responsible for, and voluntarily assume the risks of my (or my minor child's) use of non-University-provided transportation to, and participation in, the following University event (name of event, date, time, location, and University course/group associated): _____

(Blanks to be completed by trip sponsor / coach prior to signature of participant)

By my signature below, on behalf of myself (and my minor child), my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, and as consideration for the ability to participate in the above University activity per University Policy 2:12, I do hereby:

1. Acknowledge my awareness of the inherent and/or latent danger associated with travel and the above activity, including the risk of vehicle accidents, injury, exertion, acts of God, or illness causing serious injury or death or a permanent debilitation/condition;
2. **Waive and discharge any claim, cost, loss, damages, or expenses, including attorney's fees against and release from liability the State of South Dakota, South Dakota Board of Regents, and South Dakota State University, its officers, employees, and agents (hereinafter, "Releasees") arising from any liability for injuries to my (and, where applicable, my minor child's) person or property resulting from transport to, participation in, and/or cancellation of, the above activity;**
3. **Agree to indemnify and hold harmless Releasees for any claims, causes of action, cost, loss, damages, liability, or expenses, including attorney's fees brought by third parties which arise from my (and, as applicable, my minor child's) transport to and participation in the above activity, unless the liability is the result of Releasee's sole negligence or willful misconduct;**
4. Agree that any student driving their own vehicle is solely responsible for their own negligence and that South Dakota State University and/or the South Dakota Board of Regents will have no responsibility for a student operating their own motor vehicle. To that end, I will hold Releasees harmless from any liability of any nature related to the operation of my (or my minor child's) personal motor vehicle. Furthermore, I agree that any student who rides in a motor vehicle owned by a person or entity other than South Dakota State University and/or the South Dakota Board of Regents understands that South Dakota State University and/or the South Dakota Board of Regents have no control over the actual operation of the motor vehicle being operated by another person and thereby I will hold Releasees harmless from any liability of any nature related to the operation of the other person's own personal motor vehicle that I am (my minor child is) riding in;
4. Consent for me (or, where applicable, my minor child) to receive any medical treatment deemed advisable during my (or my minor child's) participation in the activity listed above. I have private insurance that would cover any injuries that I (or my minor child) 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);
5. Agree to abide by all federal and state laws, as well as SDBOR and University rules and regulations, and I understand that I am (or, where applicable, my minor child is) subject to student conduct action for a breach of these laws and regulations. I understand that I am (and my minor child is) responsible for being familiar with the laws, rules and regulations.

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 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 to the greatest extent allowed by law.

Student's Signature _____ Date _____

Student's Printed Name _____ Phone Number _____

Mailing Address _____ Email Address _____

By submitting this Release without parent/guardian signature, you are representing that you are 18 years or older at the time of the execution of this agreement.

Emergency Contact Information:

Parent/Guardian/Spouse:

Name: _____

Address: _____

Phone: _____

Parent and/or Guardian (Required if Student is Under 18 Years of Age):

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 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 to the greatest extent allowed by law. Additionally, I, the undersigned parent and/or legal guardian, hereby assert that I have full authority to bind.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Printed Name: _____

For Intercollegiate Athletics Only:

I approve / disapprove this request.

Head Coach Initials: _____ Date: _____