

**SOUTH DAKOTA 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 am aware of, appreciate the character of, and voluntarily assume the risks which may include (potential risks of trip/activity): \_\_\_\_\_, while participating in (specify trip/activity): \_\_\_\_\_.

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

By my signature below, on behalf of myself, my heir, next of kin, successors in interest, assigns, personal representatives, and agents, I do hereby:

1. Waive any claim or cause of action 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 from any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the State of South Dakota, South Dakota Board of Regents, and South Dakota State University, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. 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, any driver of a personal vehicle will hold South Dakota State University and the South Dakota Board of Regents, their employees, agents and all authorized officials harmless from any liability of any nature related to the operation of the students own personal motor vehicle. Furthermore, 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 will hold South Dakota State University and the South Dakota Board of Regents, their employees, agents and all authorized officials harmless from any liability of any nature related to the operation of the other person's own personal motor vehicle that the student is riding in; and
4. 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).
5. I 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 student conduct action for a breach of these laws and regulations. I understand that I am 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.*

Name \_\_\_\_\_  
Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_  
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)

**Emergency Contact Information:**

Parent/Guardian/Spouse 1:

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

Parent/Guardian 2:

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