

South Dakota State University – Athletics
Minors – Assumption of Risk, Waiver of Liability, Indemnification and
Release Agreement, and Consent to Medical Treatment

Activity/Sport: _____	Dates: _____
Location: _____	

IN CONSIDERATION of allowing the below MINOR to participate in any way in the activities and/or being permitted to enter any related premises, each of the undersigned, on behalf of themselves, their executors, administrators, heirs, next of kin, successors, personal representatives and assigns, hereby voluntarily agree that:

- a. The minor and parent or guardian agree that if at any time they believe something to be unsafe, it will be brought to the attention of a University representative.
- b. The minor and parent assume full responsibility for the risk of bodily injury, death or property damage due to the actions or negligence of the State of South Dakota, the South Dakota Board of Regents, and South Dakota State University, their officers, employees, representatives, and agents (hereinafter, "Releasees") or otherwise, while in or upon the premises, use of equipment or participating in activities. The minor and parent or guardian recognize and understand that there are risks and dangers associated with participating in the activities. Further the risks and dangers may be caused by the actions or negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the activities, entry into the premises, or use of equipment are assumed and notwithstanding.
- c. The minor and parent or guardian waive, release and discharge the Releasees from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to the minor, parent or guardian and their estates.
- b. The minor and parent or guardian indemnify, save and hold harmless the Releasees and each of them personally from and against any and all liabilities, loss, damage, causes of actions and claims arising from the minor's participation in the activities identified herein or presence in premises, whether caused by the Releasees, the minor, or otherwise.

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 and voluntarily signs this Minor – Assumption of Risk, Waiver of Liability, Indemnification and Release Agreement, and Consent to Medical Treatment, fully understand its terms and that I/we have given up substantial rights by signing it, sign it freely and voluntarily without any inducement, assurance, or guarantee being made and intend their signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I/we further acknowledge that failure to witness or notarize this Agreement shall not affect its validity.

Name of Participant _____	Date of Birth _____
Signature _____ <i>I HAVE READ THIS RELEASE</i>	Date _____
Address _____	
Phone Number _____	Email: _____

Name of Parent or Guardian _____	Relationship _____
Signature _____ <i>I HAVE READ THIS RELEASE</i>	Date _____
Address _____	
Phone Number _____	Email: _____

_____ (initial) I represent that I have sole legal custody of or am the sole parent/guardian authorized to execute in full this Assumption of Risk, Waiver of Liability, Indemnification and Release Agreement, and Consent to Medical Treatment.