

WAIVER AND RELEASE OF LIABILITY FOR MINOR OUTDOOR ACTIVITY PARTICIPANTS

This Waiver and Release of Liability (“Release”) is accepted and electronically executed by the minor individual (“Participant” and “Individual”) participating in the Northland College outdoor activity further described in the registration form accompanying this Waiver and Release of Liability (“Outdoor Activity”) and their legal guardian (“Legal Guardian”) and is issued to Northland College as a condition of Individual’s participation in the Outdoor Activity.

Participant and Legal Guardian have read each of the following paragraphs carefully and acknowledge that they have had the opportunity, if they wish, to discuss any of the terms contained in this Release.

Completing the checkbox following each paragraph is equivalent to Participant and Legal Guardian initialing.

Participant and Legal Guardian agree that Individual’s participation in the Outdoor Activity is voluntary. Participant agrees to exercise reasonable care at all times with respect to their safety and with respect to the safety of others. Participant agrees that they have read and will abide by all applicable rules, policies and procedures of Northland College, which are available on Northland College’s website or in hard copy format upon request. Participant further agrees that they have read and will abide by all applicable rules, policies, and procedures of the Outdoor Activity location or service provider. Participant and Legal Guardian attest that Participant has no health-related issues that would preclude or restrict safe participation in the Outdoor Activity.

Participant

Legal Guardian

Participant and Legal Guardian understand and acknowledge that there are certain dangers, hazards, and risks inherent in participation in the Outdoor Activity, including but not limited to risks associated with travel (including to remote areas and by motor vehicle or on foot); slips, trips, or falls; drowning; exposure to inclement weather, fire and heat, animals, foliage, viruses, bacteria, parasites, and/or other illness; exposure to or use of machinery, equipment, tools, and/or hazardous materials; and any other risk or hazard which may present itself. Participant and Legal Guardian acknowledge that Individual’s participation in the Outdoor Activity may result in damage to property, bodily injury, sickness (including but not limited to COVID-19), and potentially even death. Northland College assumes no responsibility for such property damage, injuries, illnesses, or deaths, nor any liabilities for such.

Participant

Legal Guardian

Participant and Legal Guardian grant permission to Northland College and its directors, officers, faculty, staff, volunteers, and agents, to authorize, obtain, and provide emergency medical treatment for Participant during their participation in the Outdoor Activity, if necessary, and understand that such action by Northland College or its directors, officers, faculty, staff, volunteers, or agents will cause them to assume no responsibility for any injury, damage, or medical expense which might arise out of, or in connection with, such emergency medical treatment authorized, obtained, or provided to Participant.

Participant

Legal Guardian

Participant and Legal Guardian understand and acknowledge that Northland College may engage the services of third parties and/or independent contractors to provide services in connection with the Outdoor Activity. Participant and Legal Guardian understand and acknowledge that Northland College is not responsible for the acts or omissions of those entities or individuals.

Participant

Legal Guardian

For and in consideration of Individual’s participation in Northland College’s Outdoor Activity, the sufficiency of which Participant and Legal Guardian hereby acknowledge, Participant and Legal Guardian on their own behalf and on the behalf of their heirs, assigns, related individuals and related entities, do hereby waive, release, absolve, discharge, covenant not to sue and agree to hold harmless Northland College, and its Board of Trustees, directors, officers, faculty, staff, volunteers, agents, and insurers (collectively, the “Released Parties”), from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages, or liabilities of any kind and character whatsoever, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, whether known or unknown, suspected or claimed, which Participant and Legal Guardian shall, or may have, in the future against the Released Parties arising out of, based on, related to, or connected with, Individual’s participation in the Outdoor Activity. This Release does not apply to any intentional or reckless acts by the Released Parties.

Participant

Legal Guardian

Participant and Legal Guardian agree that this Release shall be construed exclusively in accordance with the laws of the State of Wisconsin, which shall be the exclusive forum for any lawsuits interpreting this Release. The terms and provisions of this Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected.

Participant

Legal Guardian

Participant and Legal Guardian have had the opportunity to negotiate concerning the terms of this Release. By providing this Release, Participant and Legal Guardian acknowledge and represent that they are fully informed of the contents of this Release. By reading it before electronically accepting and executing it, and by electronically accepting and executing this document as their own free act, Participant and Legal Guardian conform that no oral or written representations, statements, or inducements, apart from those made herein, have been made.

Participant

Legal Guardian

This Release requires you to give up substantial legal rights.

Please read and understand the document before you electronically accept and execute it.

Participant Signature

Date

Legal Guardian Signature

Date