

NORTH CENTRAL UNIVERSITY PARTICIPATION WAIVER AND RELEASE OF LIABILITY

DEFINITIONS OF TERMS

The following terms apply to this document:

Agreement means this Participation Waiver and Release of Liability.

- A. I, me, my, and myself** means the person who signs this Agreement, anyone who has or obtains authorization or legal rights from or through that person, including, but not limited to, my heirs, assigns, parents or guardians, and anyone for whom that person completes registration.
- B. University Entities** includes, but is not limited to, North Central University (NCU), the NCU Fitness Center, the NCU Recreation and Wellness Department, any partnered or affiliated programs, including, but not limited to, Postsecondary Enrollment Opportunities (PSEO), Academic Partner programs, and Online, and their regents, directors, trustees, officers, employees, and agents.
- C. Event** means the event, program, or activity in which I am enrolled, for which I am registered, or in which I participate, and all associated events, and includes, but is not limited to, mission trips, street or outreach ministries, retreats, NCU planned events, athletic programs, athletic events, athletic trips, exercise programs, intramural and club sports, outdoor recreation programs and other recreational activities, the use of exercise equipment, the use of facilities, student leadership activities, and activities related to courses for which I do or do not receive credit, such as student teaching, clinical programs, practicums, experiential learning, internships (paid or unpaid), course activity trips, and academic studies in either the U.S. or foreign countries.
- D. Travel** means any mode of transportation, including, but not limited to, travel by airplane, bus, van, car, train, boat, and trolley for any purpose related to the Event.
- E. My Claims** means all claims, arising out of or related to my participation in the Event, and includes, but is not limited to, claims, demands, causes of action, counterclaims, or cross-claims for personal injury, bodily injury, physical injury, death, pain and suffering, medical expenses, income loss, loss of earning capacity, loss of consortium, privacy, property damage, use of likeness, attorney fees, costs, and any other damages.
- F. Liability** means active or passive negligence or fault of NCU, University Entities and Event participants, but not intentional, willful, or wanton acts of the foregoing.

RELEASE AND WAIVER OF LIABILITY

I may voluntarily choose to participate in an Event sponsored by or otherwise related to or associated with North Central University (NCU) or the University Entities. By signing or submitting this Agreement to NCU electronically or in any other form, and in consideration of being allowed to participate in the Event, I acknowledge and agree to the following:

1. Participation in an Event, including, but not limited to, athletic programs, exercise activities, the use of exercise equipment, the use of athletic facilities, and other recreational activities, may have foreseeable, inherent or unforeseeable risks of bodily injury, death, and property damage.
2. Hazards involved in participating in an Event, may include, but are not limited to, Travel to and from the Event, Travel in unstable countries, cities, or regions, physical exertion, and exposure to disease, sickness, and venomous animals. In addition, since some activities may be conducted in remote areas, medical care and access to medical facilities may be restricted. By signing this Agreement, I assume the risks of these and other hazards and I agree not to hold NCU or the University Entities responsible if any such hazard occurs.
3. Any personal Travel outside of the Event dates and itinerary, whether during, before, or after the Event is at my own risk. I have been informed that any NCU insurance coverage will NOT be in effect for any portion of personal Travel before, during, or after the Event, regardless of whether NCU made the Travel arrangements.
4. I am a willing participant in the Event and, in consideration of being allowed to participate in the Event, I assume all risks involved in the Event; and **I hereby release NCU and the University Entities from any and all Liability for My Claims, agree to indemnify, hold harmless, and not to sue NCU or the University Entities for My Claims, and forever discharge them from My Claims.**
5. This Agreement applies throughout the duration of my undergraduate, graduate, or PSEO enrollment at NCU or my participation in the Event.
6. This Agreement contains all of the agreements between NCU, the University Entities and me regarding my participation in the Event, there are no other written or oral agreements, and the terms of this Agreement can only be changed by a subsequent written agreement.
7. This Agreement is intended to be as broad and as inclusive as permitted by Minnesota law, but if any part of this Agreement is deemed invalid or unenforceable, the balance of the Agreement shall continue in full legal force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT, AND A BINDING CONTRACT BETWEEN NCU, THE UNIVERSITY ENTITIES AND ME. I HAVE SIGNED THIS AGREEMENT OR SUBMITTED IT ELECTRONICALLY OF MY OWN FREE WILL.

_____ Date: _____
 Participant's Signature & ID # Print Name

_____ Date: _____
 Parent/Guardian's Signature
 (If Participant is under 18 years of age)
 Phone: (____) ____ - _____