

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT  
Children's Museum of Southern Minnesota's DIG IT! Event**

Dig It!, Intersections of Blue Earth County Road 12 & 17, Mankato, MN 56001    September 14, 2019

DESCRIPTION AND LOCATION OF EVENT

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to observe, work, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any DIG IT AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such DIG IT AREA, and will continuously thereafter, inspect the DIG IT AREA, which he enters, and he further agrees and warrants that, if at any time, he is in or about DIG IT AREA, and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the DIG IT AREA and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the promoters, participants, sanctioning organizations or any subdivisions, thereof, operators, construction owners, drivers, rescue personnel, any persons in any DIG IT AREA, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the EVENT(S), premises and event inspector, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I UNDERSTAND THAT THIS RELEASE, HOLD HARMLESS, AND COVENANT NOT TO SUE IS LIMITED TO CLAIMS FOR ORDINARY NEGLIGENCE AND IN NO WAY SHALL BE CONSTRUED TO RELEASE CLAIMS FOR CONDUCT THAT CONSTITUTES GREATER THAN ORDINARY NEGLIGENCE, CONDUCT THAT CONSTITUTES RECKLESS OR GROSSLY NEGLIGENT CONDUCT, OR WILLFUL, WANTON, OR INTENTIONAL ACTS, OR CLAIMS I MAY HAVE THAT ARE BEYOND SIMPLE NEGLIGENCE.
3. HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE SIMPLE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the SIMPLE NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of simple negligence by the releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. HEREBY acknowledges that the undersigned has the right to negotiate the terms and conditions of this release agreement but by signing below hereby waives such right.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, 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.

**PRINT NAME of all ADULTS Entering Participants**

**SIGN NAME**

\_\_\_\_\_ I have read this release \_\_\_\_\_  
\_\_\_\_\_ I have read this release \_\_\_\_\_  
\_\_\_\_\_ I have read this release \_\_\_\_\_  
\_\_\_\_\_ I have read this release \_\_\_\_\_

**PRINT CHILDREN'S NAME of all Entering Participants**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I verify that I have read this release, understand the release, and am signing as the parent, natural guardian or person with legal authority to sign on behalf of the minors above.

**PRINT NAME**

**SIGN NAME**

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