

RELEASE AND WAIVER OF LIABILITY AGREEMENT

WHEREAS, Children's Health Care d/b/a Children's Minnesota ("Children's") is the organizer of a family fun day on July 17, 2023 with activities including fishing, geocaching, and log rolling led by the Three Rivers Park District School of Outdoor Recreation (the "Activity") is willing to permit the individuals (the "Invitees") signing this Agreement to participate in the Activity upon the terms and conditions of this Agreement. Children's and Invitees may be collectively referred to as (the "Parties").

The parties hereby agree:

- 1. Use of Premises.** I agree that I am responsible for the proper use and care of the Premises and any property of Children's thereon.
- 2. Assumption of Risk.** I understand and acknowledge that the Activity I want to participate in may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF THE PREMISES AND PARTICIPATION IN ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF CHILDREN'S.
- 3. Release from Liability.** I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Children's and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known, attributable or relating in any manner to my entry upon and use of the Premises and participation in the Activity, whether caused by the negligence of Children's or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties.
- 4. Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises or while participating in the Activity.
- 5. Medical Treatment Release.** I hereby authorize Children's to secure, and I consent to, any medical treatment that may be given to me should Children's determine, in its sole discretion, that I need medical care, as a result of my being on the Premises or from participating in the Activity. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.

6. **Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises or that I use during the Activity, and that Children’s will not be responsible for or provide any security for my property and personal belongings.

7. **Physical Condition.** I hereby certify that I am physically fit for participation in the Activity, have the skill level required in connection with the Activity, and have not been advised otherwise. I agree that before I participate in the Event, I will inspect all related facilities and equipment.

8. **No Representations by Children’s.** I acknowledge that Children’s makes no representation as to the condition of the Premises or the safety of the Activity or any equipment either on the Premises or used in the Activity. I accept and shall use the Premises, and its equipment, in its “AS IS” condition. I acknowledge and agree that I am not relying upon any representation or statement by Children’s or its employees, agents, sponsors, or representatives regarding this agreement or the Premises or Activity, except to the extent such representations are expressly set forth in this agreement.

9. **Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in the State of Minnesota.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS OF MINE. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

_____	_____	_____
Print Name	Date	Signature

Parental Consent

(For participants under the age of 18)

I, the undersigned parent or legal guardian, have read the above Waiver and Release of Liability and agree to its terms on behalf of my child and myself. I understand that by signing below I am giving up substantial rights on behalf of my child and myself.

Child's Name

Child's Age

Signature

Child's Name

Child's Age

Signature

Child's Name

Child's Age

Signature