

ASSUMPTION OF RISK & WAIVER OF LIABILITY

Activity Description: _____

I, _____ (*Print Full Name*), volunteer to participate in the activity described above ("Activity"). I understand that I will not be compensated for my participation in the Activity. As part of my participation in the Activity, I understand that I will be on Beltrami County land or property, including property maintained by Beltrami County, a political subdivision. As a condition of my participation in the Activity and being in, on or about Beltrami County land, or its buildings or structures, or any part thereof, I agree to the following:

_____(Initials) **Assumption of Risk.** I understand the Activity requires me to be in, on or about Beltrami County land, or its building or structures, or any part thereof, which may be hazardous, including, but not limited to, the following: exposure to debris and sharp objects, mold, garbage, insects and animals, and exposure to certain materials that may cause or worsen certain illnesses, especially respiratory illnesses and/or a pre-existing immune system deficiency.

I (and on behalf of my personal representatives, heirs, next of kin, and assigns), with knowledge of the physical and hazardous nature of the Activity and being in, on or about Beltrami County, or its building or structures, or any part thereof, do assume full responsibility for any loss, personal injury or death to me, or damage to property, including use of my personal vehicle, which may occur – directly or indirectly – while participating in the Activity and being on or about Beltrami County land and buildings or structures, or any part thereof.

_____(Initials) **Hold Harmless.** I (and on behalf of my personal representatives, heirs, next of kin, and assigns) fully and forever release and discharge Beltrami County, its agents and employees, from any and all negligence claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my participation in the Activity and being in, on or about Beltrami County land, building or structures, or any part thereof.

_____(Initials) **Indemnification.** I (and on behalf of my personal representatives, heirs, next of kin, and assigns) agree to defend and to pay any costs or attorney's fees as a result of any action brought by or against Beltrami County, its agents and employees, for any and all negligence or conduct of or by myself of whatever kind of nature whatsoever while participating in the Activity or while in, on or about Beltrami County land, building or structures, or any part thereof.

_____(Initials) **I acknowledge receipt of the Safety Information and Guidelines**

Acknowledgment

I have fully informed myself of the contents of this Waiver of Liability by reading it before I sign it. I have had the opportunity to ask any and all questions regarding this Waiver of Liability and its effect. I understand the terms herein are contractual and not a mere recital and that I have signed this document as my own free act and agree to be bound by its terms. It is my express intent that this Waiver of Liability shall bind me and the members of my family, if I am alive, and my heirs, next of kin, assigns and personal representatives if I am deceased. If the above named volunteer is a minor, I acknowledge that I am the legal parent/guardian and sign on the minor's behalf. **Furthermore, any claims not barred by this waiver may be barred by law, including but not limited to Minn. Stat. §§ 466.02-466.03 and 3.736.**

Print Full Name

Parent/Guardian Name (If participant is a minor)

Phone Number

Home Address

Signature (Parent/Guardian if volunteer is a minor)

Date

County Staff Signature

Receive Date