STUDENT’S STATEMENT OF RESPONSIBILITY

EVENT PARTICIPANTS, PLEASE READ CAREFULLY OVERNIGHT WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT Student Agreement/Authorization (for student visitors age 18 or older)

I, _____, (hereby referred to as "Participant")

(“Participant”), desire to participate in...............(hereinafter, “Campus Visit”). I acknowledge that my participation is elective and voluntary. In consideration for being allowed by Gustavus Adolphus College (hereinafter, “INSTITUTION”) to participate in the Campus Visit, I acknowledge and agree to the following conditions:

RULES AND REQUIREMENTS: I hereby agree to comply with all rules, regulations, and policies of Gustavus Adolphus College. Gustavus Adolphus College may terminate my participation in the Campus Visit if it is determined that my conduct violates any rules of requirement of the Campus Visit, is detrimental to the best interests of the Campus Visit, or for any other reason in Gustavus Adolphus College’s discretion. I understand that individuals may not consume alcoholic beverages in the state of Minnesota until the age of 21 and I will not consume alcoholic beverages while visiting the campus. I understand I am to use good judgment to protect my own health and safety during my campus visit. I further understand that guests of the institution who fail to abide by the standards set by Gustavus Adolphus College who violate state law will be asked to leave the campus at their own expense.

CERTIFICATION OF FITNESS TO PARTICIPATE: I am physically and mentally fit to participate in the Campus Visit and do not have any medical record or history that could be aggravated by my participation.

INFORMED CONSENT: I have been informed of and understand the nature of the Campus Visit. I assume full responsibility for my participation in the Campus Visit and use of the Institution’s facilities. There may be risks not known to me or not reasonably foreseeable. Any injury, illness, damage, disability, or death that I may sustain during or as a result of this Campus Visit is my sole responsibility, except as expressly stated otherwise in this Agreement.

ASSUMPTION OF RISKS: Risks may result from the Campus Visit’s activity itself, from the acts of others, from use of the equipment or facilities, or organization of or unavailability of emergency medical care. Participation in the Campus Visit involves activities incidental thereto and the possible reckless conduct of other participants. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES (AS DEFINED HEREIN), UNLESS THE RISKS ARISE FROM THE RELEASEES’ NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO HOLD Gustavus Adolphus College, including its governing board, trustees, directors, officers, employees, and any students, agents, or volunteers acting at Gustavus Adolphus College’s direction (collectively referred to as “Releasees”), responsible for any and all liability including any and all claims,
demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees and costs), arising from any injury, damage, or death that I may suffer as a result of my participation in the Campus visit REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE ON, UPON, OR IN TRANSIT TO/FROM THE PREMISES WHERE THE CAMPUS VISIT, OR ANY LOCATION ADJUNCT TO THE CAMPUS VISIT, OCCURS OR IS BEING CONDUCTED.

Gustavus Adolphus College expressly disclaims liability for actions of third parties, including but not limited to participants, students, agents, or volunteers who are not acting under the direction and control of Gustavus Adolphus College. I release Releasees from any and all liability, including any and all claims, demands, cause of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, damage or death that I may suffer as a result of actions of any third parties who are not Releasees. Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or reckless acts of my own intentional misconduct and I hereby release Releasees from any liability for the same.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (know or unknown), suits, or judgments (including attorneys’ fees and costs), arising from any injury, damage or death that I may suffer as a result of my participation in the Campus Visit, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

In the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempt to assert any claims, demands causes of action (known or unknown), suits, or judgments (including attorneys’ fees) arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, recklessness, or intentional misconduct during or related to the Campus Visit, I AGREE TO DEFEND AND INDEMNIFY RELEASES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOW OR UNKNOWN, SUITS, AND/OR JUDGEMENTS OF ANY AND EVERY KIND INCLUDING ATTORNEYS’ FEES AND COSTS) TO THE FULLEST EXTENT PERMITTED BY LAW.

PERSONAL MEDICAL INSURANCE. I have my own personal medical insurance and I am responsible for the cost of any or all medical services that I may require as result of participating in the Campus Visit, except for the medical costs arising from an injury that I sustain that is the direct result of Releasees’ gross negligence or intentional misconduct.

MEDICAL CONSENT: Releasees may not have medical personnel available at the location of the Campus Visit. In the event of any medical emergency, I authorize and consent to treatment and hospital care that Gustavus Adolphus College personnel deem necessary for my safety and protection. Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. In the event that I experience any condition requiring emergency medical treatment, Gustavus Adolphus College may direct that I be transported to the hospital for such care.

PROMOTIONAL RIGHTS: Gustavus Adolphus College has the right to use, for promotional purposes only, any photographs of me taken by Gustavus Adolphus College employees or agents, during my
participation in the Campus Visit. Gustavus Adolphus College may use any statements or quotes attributed to me in my evaluation of the Campus Visit.

**CHOICE OF LAW**: This agreement shall be construed in accordance with the laws of the State of Minnesota.

**SEVERABILITY**: if any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

*Participant Signature:*

*Name: ________________________________*

*Date ________________________________*
Parent Agreement/Authorization (for student visitors under age 18)

* complete only if prospective student visitor is a minor and under the age of 18

I, the parent/guardian, give permission for my son/daughter/ward to participate in a Gustavus Adolphus College campus visit (hereinafter, the “Campus Visit”). I understand that my son/daughter/ward may be sent home at his/her own expense if s/he violates any laws and/or fails to abide by the standards set by Gustavus Adolphus College. In consideration of the opportunity being extended to my son/daughter/ward to participate in this Campus Visit, I, acting as parent/guardian for my son/daughter/ward and on behalf of his/her heirs, executors, administrators, and assigns, I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO HOLD Gustavus Adolphus College, including its governing board, trustees, directors, officers, employees, and any students, agents, or volunteers acting at Gustavus Adolphus College’s direction, responsible for any and all liability, including any and all claims, demands, causes of action (known and unknown), suits, or judgments of any and every kind (including attorneys’ fees and costs), arising from any injury, damage or death that I may suffer as a result of my son/daughter/ward’s participation in the Campus Visit, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE ON, UPON, OR IN TRANSIT TO/FROM THE PREMISES WHERE THE CAMPUS VISIT, OR ANY LOCATION ADJUNCT TO THE CAMPUS VISIT, OCCURS OR IS BEING CONDUCTED.

I understand that this Request and Release means that, among other things, I am giving up the right to sue Gustavus Adolphus College for any such losses, death, damages, injuries, or costs that my son/daughter/ward or I may incur. I agree that this Agreement will be governed by the laws of the State of Minnesota and that the venue for any legal proceedings relating to this Agreement shall be in the state of Minnesota. I also agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of Minnesota, and if any part of it is held invalid, rest of it shall continue to be of full legal force and effect.

I am also authorizing medical treatment for my son/daughter/ward should it be deemed necessary by a licensed physician.

Signature of Parent/Guardian for Participants Who Are Minors (Under the age of 18):
I certify that I have custody of the Participant or am the legal guardian of the Participant by court order.
I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.

Parent/Guardian Signature:

Name: ________________________________

Date: ________________________________