



UNIVERSITY OF MINNESOTA

RELEASE AND WAIVER

Activity: Day Camps at the Minnesota Landscape Arboretum, Chaska MN

By signing this Waiver and Release of Liability and as a condition to my child's participation (or the participation of the child for whom I am legally responsible) in the Activity, I am stating that:

1. I know my child or our property could be hurt during the Activity.
2. I acknowledge that no employee, agent or anyone else acting on behalf of the University of Minnesota ("University") has made any promises to me or given me any assurances about the safety of the Activity or the condition or any other aspect of the goods or services that will be delivered or rendered to me or my child in the Activity. I accept any such goods or services as is, when available, and with any faults.
3. I understand and accept any risks posed by my child's participation in the Activity. I am and will be solely liable and responsible for any damage or harm caused by my child's acts or omissions. I release (meaning I will not sue) the University or its regents, employees, agents, or contractors from all liability and responsibility for any damage or harm caused by my or my child's acts or omissions.
4. I know that the University cannot and does not control all of the risks of my child participating in the Activity, including damage or harm caused by the acts or omissions of people who are not its employees, agents, or contractors. I release the University and its regents, employees, agents, and contractors from liability and responsibility for any damage or harm caused by Acts of God (for example, flood, tornadoes, or wind storms) and the acts or omissions of any person who is not a regent, employee, agent, or contractor of the University.
5. I understand that, by participating in the Activity, my child may be exposed to coronavirus or another communicable disease ("Disease"). By allowing my child to participate in the Activity, I assume the risk, for my child and my child's guardians, personal representatives, heirs, and next of kin, that my child will be exposed to and contract a Disease and, if that were to happen, that my child may require hospitalization or other medical treatment and may be temporarily or permanently injured or disabled or may die. I also assume the risk that my child could pass the Disease to others. I agree to take reasonable steps to lessen my child's and other participants' risk of exposure to a Disease. By allowing my child to

participate in the Activity, I warrant that, to my actual knowledge, my child and individuals living with my child are not infected with a suspected, diagnosed, or confirmed case of a Disease and are not exhibiting symptoms of a Disease. I also warrant that my child has not been directed to quarantine or isolate at any point during the duration of the Activity. If at any point during the duration of the Activity my child is directed to quarantine or isolate, I will keep my child home, and I will not be entitled to a refund in any amount.

6. I also understand that public health conditions or state or federal guidance may change at any time, necessitating a modification to or a cancellation of the Activity. In the event of a modification to or cancellation of the Activity, the University will communicate with me as promptly as possible and share options for participation in the Activity. If the Activity is canceled before its completion, I will receive a prorated refund.
7. In the case of an injury or medical emergency, I authorize the University to render first aid or obtain whatever medical treatment it deems necessary for my child's welfare. I will be financially responsible for all costs incurred, regardless of insurance coverage.
8. I give permission to the University to use my child's image in communications, including marketing communications, related to the Activity. I may opt out of this blanket permission by submitting a written/email request to arbedu@umn.com at least 1 week prior to the Activity.
9. This Waiver and Release of Liability may be enforced in a court in the state of Minnesota, under Minnesota law. I consent to the personal jurisdiction of that court.

Waiver Agreed:

By: _____

On behalf of:

Child's name:

Relationship to child:

E-mail address:

Mailing address:

Date of Signature: _____