



DAKOTA COUNTY PARTICIPANT'S RELEASE AGREEMENT
This Document Affects Your Legal Rights, Read It Carefully

I, _____, wish to participate in the following activity/event described as _____ (hereafter "Activity"). I recognize that there is a significant element of risk in any sport or activity associated with the outdoors and, if applicable, any transportation to and from the Activity, including but not limited to risk of accidents, property damage, serious injury, disability or death. I acknowledge this list is not inclusive of all possible risks associated with the Activity and that the list in no way limits the extent or reach of this Release Agreement (hereafter "Agreement"). Knowing of the inherent risks, dangers and rigors involved, I certify that I and/or my family, including any minor children, are fully capable of participating in the Activity and are in good health and have no physical limitations that would preclude participating in the Activity. In consideration for being allowed to participate in the Activity, I further understand and agree to the following:

- (1) For the purpose of this Agreement, all references to "Dakota County" includes its employees, agents, volunteers and contractors, and any other sponsors/providers and their employees, agents, volunteers and contractors.
- (2) I agree to participate in the Activity according to the rules and instructions of Dakota County, including, if applicable, WEARING A LIFE VEST (PERSONAL FLOATATION DEVICE) whenever I am on the water and/or any other appropriate protective equipment.
- (3) I understand and agree that any equipment, which I provide or may borrow or rent from Dakota County, I use at my own risk. I understand and agree that Dakota County shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment and that Dakota County makes no warranties of any kind regarding the equipment or its use.
- (4) WAIVER OF LIABILITY. I agree that participation in the Activity is voluntary. I personally assume all risks in connection with the Activity and, if applicable, transportation to and from the Activity, and I hereby expressly forever release Dakota County from any claims, demands, injuries, damages, actions or causes of action whatsoever for any acts of active or passive negligence on the part of Dakota County or the site where the Activity is occurring.
- (5) INDEMNIFICATION. To the fullest extent allowable under the law, I agree to INDEMNIFY Dakota County and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including attorneys' fees and other costs and expenses of defense, which results from, or otherwise arises in connection with, any actions, claims or proceedings of any sort and which is caused by any act or omission of myself, my family members or Dakota County, whether foreseen or unforeseen, however caused and whether or not caused by negligence.
- (6) The terms of this Agreement shall serve as a release and assumption of risk binding on me and any other person, including my estate, heirs, assigns, legal guardians and all members of my family, including any minors accompanying me.
- (7) I understand this is a binding contract that supersedes any other agreements or representations and is intended to provide a comprehensive waiver and release of liability. If any part of this Agreement is deemed unenforceable, all other parts shall be given full force and effect.
- (8) I further give my permission to Dakota County to use photographs taken of me on this Activity for their promotional purposes.

I HEREBY CERTIFY THAT I AM LEGALLY COMPETENT TO SIGN THIS AGREEMENT AND/OR MY PARENT OR LEGAL GUARDIAN HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. I AM FULLY AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I UNDERSTAND THIS AGREEMENT IS A BINDING CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Date

(Print your name)

Signature of Participant
(Must also be signed by parent or guardian if participant is a minor)

ADDITIONAL PARENT/GUARDIAN WAIVER FOR MINORS

I, the under-signed parent or legal guardian, do hereby represent that I am, in fact, acting in such capacity and agree to allow the minor named herein to participate in the above Activity. In addition to the above, I further agree, on behalf of said minor, to RELEASE, HOLD HARMLESS and INDEMNIFY Dakota County from and against any and all claims/liability for any injury which may be suffered by said minor rising out of, or in any way connected with his/her participation in this Activity. I agree to be responsible for any medical expenses incurred by the minor.

Date

(Print your name)

Signature of Parent or Legal Guardian