



DAKOTA COUNTY PARTICIPANT'S RELEASE AGREEMENT ("AGREEMENT")

This Document Affects Your Legal Rights, Read It Carefully

I, _____, want to _____
_____(describe the "Activity"). In consideration for being allowed to participate in the Activity, I further understand and agree that:

- (1) I will follow all rules, warnings, and instructions of Dakota County.
- (2) Dakota County has warned me of all dangerous or hazardous conditions, hidden or artificial, that it knows about related to all property or equipment that I may encounter or use during the Activity. I understand these warnings. I know and appreciate that my participation in the Activity involves a risk of property damage, serious injury, disability or death to me and others. By signing this Agreement, I voluntarily assume any and all risks, direct and incidental, known and unknown, related to the Activity. It is my intent that Dakota County shall not be liable in any way for any loss, damage or injury that is in any conceivable way related to my participation in the Activity.
- (3) I forever release Dakota County from every conceivable claim, action, demand, injury, or damage of any type whatsoever, including any type of negligence on the part of Dakota County.
- (4) I agree to indemnify and hold harmless Dakota County from and against any and all loss, damage, liability, cost and expense, including attorney fees, arising from any action, claim, dispute, or proceeding arising out of my participation in the Activity or breach of this Agreement, whether foreseen or unforeseen, whether or not caused by negligence.
- (5) This Agreement is a contract that is binding on me, my estate, trustees, heirs, assigns, parents, legal guardians and all members of my family, and any minors accompanying me.
- (6) I intend to provide a total waiver and release of any liability to Dakota County. If any part of this Agreement is deemed unenforceable, all other parts shall be given full force and effect. This Agreement supersedes any other negotiations, agreements, or representations and is the final expression of the parties. This entire Agreement shall be interpreted broadly for the benefit, protection, and in favor of Dakota County.

I AM COMPETENT TO SIGN THIS AGREEMENT AND HAVE CAREFULLY READ IT AND FULLY UNDERSTAND ITS CONTENTS. I KNOW THAT BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND I SIGN IT OF MY OWN FREE WILL. IF I AM SIGNING THIS AGREEMENT AS A PARENT OR LEGAL GUARDIAN ON BEHALF OF A MINOR, I GIVE PERMISSION TO ALLOW THE NAMED MINOR TO PARTICIPATE IN THE ACTIVITY AND AGREE TO ALL THE ABOVE TERMS OF THIS AGREEMENT. AS PARENT OR LEGAL GUARDIAN, I AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY DAKOTA COUNTY FROM AND AGAINST ANY AND ALL CONCEIVABLE CLAIMS/LIABILITY FOR ANY INJURY WHICH MAY BE SUFFERED BY SAID MINOR ARISING OUT OF, OR IN ANY CONCEIVABLE WAY CONNECTED WITH HIS/HER PARTICIPATION IN THIS ACTIVITY. I AGREE TO BE RESPONSIBLE FOR ANY MEDICAL EXPENSES INCURRED BY THE MINOR.

Date

(Participant's name)

Signature of participant/parent or legal guardian
if the participant is a minor (please indicate)