

Advocacy and Inclusion Matter of West Central Minnesota (AIM)

Waiver and Release of Liability

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Advocacy and Inclusion Matter of West Central Minnesota (AIM), its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Advocacy and Inclusion Matter of West Central Minnesota (AIM) from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Advocacy and Inclusion Matter of West Central Minnesota's (AIM) negligence. This is not intended to release Advocacy and Inclusion Matter of West Central Minnesota (AIM) from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Advocacy and Inclusion Matter of West Central Minnesota (AIM) for any claim released by this Agreement. I further agree that should any claim be made against Advocacy and Inclusion Matter of West Central Minnesota (AIM) in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Advocacy and Inclusion Matter of West Central Minnesota (AIM) for any such claim and expenses including attorney's fees and costs incurred by Advocacy and Inclusion Matter of West Central Minnesota (AIM) in defending themselves or security indemnity hereunder.

2. I understand that Advocacy and Inclusion Matter of West Central Minnesota (AIM) is not responsible for any lost, stolen, or damaged valuables or property.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Advocacy and Inclusion Matter of West Central Minnesota (AIM) for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Advocacy and Inclusion Matter of West Central Minnesota (AIM), will void, and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily, and competently as legal authority and am at least eighteen (18) years of age.

Participant Name (please print) _____

Participant Signature _____ Date _____

Guardian Name (please print) _____

Guardian Signature _____ Date _____

This waiver is valid until a participant or legal guardian/representative withdraws in writing.