

HIGHLAND FRIENDSHIP CLUB

2010 AGREEMENT AND RELEASE OF LIABILITY

READ CAREFULLY BEFORE SIGNING

1. I am _____ (“Participant”), or the parent or guardian of Participant. I have voluntarily chosen to and intend to allow Participant to attend the social and recreational activities (“Activities”) sponsored by the Highland Friendship Club, a nonprofit organization, until such time as I revoke this permission in writing. The activities provided by the Highland Friendship Club include, but are not limited to, community services projects, youth and/or community dances, movie nights, art projects, attending community plays and musicals, outdoor hiking, attending sporting events, open gym nights, bowling, and holiday celebrations. Participant, or the parent or guardian of Participant, decides which Activities Participant will attend.
2. I acknowledge that I, rather than the Highland Friendship Club, am responsible for providing Participant with the care, supervision, support, assistance, and services, including but not limited to medical or emergency services, child or adult care, assistance with disability aids or equipment, transportation, or any other care, supervision and/or assistance of any kind he/she may require during any Activity sponsored by the Highland Friendship Club. If I believe that an Activity presents safety concerns for Participant, I will decline to have Participant attend the Activity.
3. I understand and am aware that during the Activities certain risks and dangers may arise. Dangers may include, without limitation, unsafe conditions, traffic, physical distance from medical care, minimal supervision, and interactions with other disabled individuals. **I expressly and voluntarily assume on behalf of Participant and for myself all risk of injury, illness, death and property damage or loss that may result from Participant’s participation in the Activities or from Participant’s use of transportation, dining services, and other goods and services in connection with the Activities.**
4. As consideration for Participant being permitted to participate in the Highland Friendship Club activities, I hereby **release and discharge** the Highland Friendship Club, and its officers, directors, agents, employees and legal representatives (“the Released Parties”) from liability for injury, illness, death, damage or loss arising out of the arrangement or provision of transportation, dining, or other goods and services, or arising out of any other activity incident to Student’s participation in the Activities, including any losses caused by the Released Parties. I do not release the Released Parties from liability for willful or intentional acts or punitive damages.

5. I further agree **not to sue or make a claim against the Released Parties** for injury, illness, death, damage or loss sustained as a result any claims released and waived in paragraph 4 above. I will indemnify and hold harmless the Released Parties from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action.

6. In further consideration of Participant being allowed to participate in the Activities, I do hereby consent to and authorize the Highland Friendship Club's employees and volunteers to administer general first aid treatment for any minor injuries or illnesses experienced by Participant during an Activity. If the injury or illness is life threatening or in need of emergency treatment, I authorize Highland Friendship Club employees and volunteers to obtain emergency medical treatment for Participant. I understand and accept that any medical costs incurred with respect to emergency medical treatment will be my responsibility.

7. At all times, Highland Friendship Club reserves the right to limit the participation of Participant in any Activity for any reason.

This release shall be governed by the laws of the State of Minnesota and is intended to be as broad and as inclusive as permitted by applicable law. If any portion is held invalid, the balance will continue in full legal force and effect.

(Check applicable box below.)

I represent to the Released Parties that I am at least eighteen (18) years of age and have read this release form. I understand and agree to all of its terms.

I am under the age of eighteen (18) years therefore, in addition to my signature, my parent or legal guardian is also signing this release.

Date/Signature of Participant

The undersigned parent or legal guardian of the above named Participant hereby: (a) consents to participation by Participant in Activities, (b) releases and discharges the Released Parties from any and all claims, actions, damages and liabilities to the Releasing Parties as provided in the foregoing release, and (c) represents to the Released Parties that he or she has read and understood the foregoing release and agrees to all of its terms.

Date/Signature of Parent/Guardian

Mail Registration and Waiver to: Highland Friendship Club, P.O. Box 16437, St. Paul, MN

12/22/09