



EDUCATION DEPARTMENT

**2017 Children's Garden
Participation Agreement and Complete Waiver and Release Form**

I am registering my child for participation in the Minnesota Landscape Arboretum's Children's Garden Program, which includes all camp activities at varied locations on Arboretum property. (The "Program") This registration includes consent for transportation to, during and from Program activities at all such locations. In consideration of such participation, I agree as follows:

1. **Risks.** I know the Program could result in risks of harm, including severe personal injury, disability, death or property loss or damage ("Risks"). The Arboretum and University of Minnesota have no control over factors that may influence the Risks. I am knowledgeable in the activities involved in the Program, and have no medical reason why participation is not advised.
2. **Release.** I voluntarily and knowingly accept full responsibility for encountering all Risks, known and unknown. On behalf of myself, my child, heirs, next of kin and anyone else who might claim through me, on my behalf, or who might have a claim arising out of, related to or based upon any disability, death or loss or damage to person or property I may experience as a result of the Program, I expressly forever release, indemnify and hold harmless Regents of the University of Minnesota, its College of Food, Agricultural and Natural Resource Sciences and the Minnesota Landscape Arboretum, their directors, employees, volunteers, leaders, sponsors, Program organizers, promoters and each of their agents, representatives, successors and assigns, and all other persons associated with the Program ("Releasees") from any and all loss, cost, expense or other damage of any kind, including but not limited to insurance subrogation and attorney's fees (together and singly, "claims"). **THIS PROMISE APPLIES EVEN TO CLAIMS BASED IN WHOLE OR IN PART ON RELEASEE'S NEGLIGENCE AND/OR GROSS NEGLIGENCE TO THE EXTENT PERMITTED BY LAW.**
3. **Emergency.** Program staff may render first aid and/or obtain medical treatment s/he deems necessary. I will be financially responsible for all costs incurred thereby, regardless of insurance coverage.
4. **Photo Release.** I grant Releasees full permission to use images, recordings or any other record of me while participating in the Program in any medium unless a request is submitted to Releasees prior to the Program start date. I agree that my name and identity may be revealed therein or by descriptive text or commentary.
5. **General.** I will comply with stated and customary rules for participation. If I observe any unusual or significant hazard, I will remove myself from participation and bring the hazard to the attention of the nearest official immediately. Program staff may terminate any participation due to inappropriate conduct. The registration fee is non-refundable and non-transferable.
6. **Jurisdiction.** The laws of the State of Minnesota govern validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating thereto shall be in the State Courts in Hennepin County, Minnesota.