

## **Waiver of Liability, Assumption of Risks, and Indemnity Agreement**

**WAIVER:** In consideration of my child or ward or spouse or me being permitted to participate in any way in any and all activities of Mid-Metro Academy at any and all locations where such Mid-Metro Academy activities take place (collectively, the “Activities”), I, for myself, my spouse, my child and/or ward, my heirs, personal representatives or assigns, do hereby covenant not to sue, and release, waive, and discharge Mid-Metro Academy, its directors, officers, staff, volunteers, advisors, property owners, and/or agents from liability and of and from any and all claims including the negligence or default of Mid-Metro Academy, its directors, officers, members, volunteers, advisors, property owners, and/or agents resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in the Activities.

**ASSUMPTION OF RISKS:** Participation in the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains, (2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones or teeth, asthma or heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activities, whether classes, lessons, study halls, student or parent lounges, field trips, special events, social activities, or any other activity. I hereby assert that my participation and/or the participation of my spouse, my children, or my wards is voluntary and that I knowingly assume and accept all risks.

**INDEMNIFICATION AND HOLD HARMLESS:** I also agree to INDEMNIFY AND HOLD Mid-Metro Academy, its directors, officers, members, volunteers, advisors, property owners, and/or agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorneys’ fees, brought as a result of my involvement in the Activities and/or the involvement of my spouse, a minor child, or a ward of mine in the Activities in any location where Activities are conducted and of and from all claims which may hereafter develop or accrue to them on account of injury, loss, or damage, which may be suffered by said minor or to any property because of any matter, thing, or condition, negligence, or default whatsoever, and to reimburse them for any such expenses incurred.

**SEVERABILITY:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks, indemnification, and hold harmless agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**ACKNOWLEDGMENT OF UNDERSTANDING:** I have read this Waiver of Liability, Assumption of Risks, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am

signing this agreement freely and voluntarily and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law.

I further agree that by typing my name below I am stating that I have read, understand, and agree to this Waiver of Liability for myself, my spouse, and my children. Typing my name below is my electronic signature, which I am allowing to act as my legal signature for this Waiver.