



**SOLAR BOAT COMPETITION
MAY 19, 2012**

**LAKE PHALEN
ST. PAUL, MINNESOTA**

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
VALID FOR THE MRES SOLAR BOAT COMPETITION**

IN CONSIDERATION of being permitted to participate in the MRES Solar Boat Competition, to enter for any purposes the EVENT AREA (herein defined as all areas used by participants, including but not limited to Lake Phalen, boat landings, concessions, rest rooms, parking areas and other areas appurtenant to any area where any activity related to the event shall take place), or in COMPETITION events, to compete, officiate, observe, work for or for any purpose participate, for himself/herself and personal representatives, assigns, heirs and next of kin, agrees, and on the direct representation that he/she has, or will inspect each EVENT AREA and he/she does further warrant that his/her participation in the 2012 MRES Solar Boat Competition and his/her entrance upon the EVENT AREA, constitute an acknowledgement that he/she has inspected the EVENT AREA and that it is safe and reasonably suited for the purposes of the program for which this Release of Waiver applies. He/she further agrees and warrants that if, at any time he/she is in or about EVENT AREAS and he/she feels anything to be unsafe he/she will immediately advise the OFFICIALS of such and will leave the EVENT AREA.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Minnesota Renewable Energy Society and its volunteers, the City of St. Paul and its Division of Parks & Recreation, the St. Paul Police Department, County of Ramsey, Ramsey County Sheriff, Ramsey County Water Patrol, US Coast Guard Auxiliary, competition officials (workers), competition hosts, vehicle owners, drivers, pit crews, other PARTICIPANTS, persons in the EVENT AREA, promoters, sponsors, owners of the PREMISES used in conducting the event, and each of them, their officers and employees, all for the purposes herein referred to as RELEASES, from all liability to the Undersigned, his/her personal representatives, assigns, heirs and next of kin for all loss or damage, and any other claim or demands therefore, on account of injury to the person or property or resulting in death of the Undersigned, whether caused by negligence of RELEASES or otherwise while the Undersigned is in or upon the EVENT AREA, and/or competing, officiating, in observing, working for any purpose participating in such event; THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASES and each of them from any loss, liability, damage, or cost they may incur due to the presence of the Undersigned in or upon the EVENT AREA, or in any way competing, officiating, observing, or working for, or for any purpose participating in the competition, and whether caused by the negligence of the RELEASES; AND THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of RELEASES or otherwise while in or upon the EVENT AREA, and/or while competing, officiating in, observing, working or for any purpose participating in such competition; THE UNDERSIGNED (Parent or Parents, Student, Participant, Advisory) expressly acknowledges and agrees that the activities of the MRES Solar Boat Competition are potentially dangerous and involve the risk of serious injury and/or death and/or property damage. The UNDERSIGNED (Parent or Parents, Student Participant, Advisor) further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by Minnesota law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED approves the release of photo and video recording that may take place by the Minnesota Renewable Energy Society and utilized in future educational programs and outreach.

THE UNDERSIGNED (Parent or Parents, Student, Participant) HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT, and further agrees that oral representation statements or inducements apart from the foregoing written agreements have been made.

STUDENT/PARTICIPANT _____ DATE _____

PARENT(S): _____ DATE _____

WITNESS: _____ DATE _____