

**THIS IS A WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.**

**READ CAREFULLY BEFORE SIGNING**

**WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT  
("Agreement")**

**HOPE, Inc. – Participant Form – Effective activity calendar year (annually 9/1-8/31)**

The **Participant** identified below, if at least 18 years old, or, if participant is younger than 18 or is otherwise a protected person ("Protected Person"), the Protected Person's parent or legal guardian, has read this Agreement and has signed it on behalf of him/herself and the Protected Person, if applicable. The adult Participant or the Protected Person's parent or legal guardian will be referred to herein as "Adult", and Adult and the Protected Person are collectively referred to as the "Undersigned". "Participant" refers to the person actually taking part in some or all of the HOPE, INC., Activities described below (collectively, "Activities", and individually, an "Activity"). **The Undersigned understand and agree that Participant will not be permitted to take part in an Activity unless this Agreement is fully executed.**

**UNDERSIGNED UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY COVERED ACTIVITY, WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY, UNLESS AND UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS RECEIVED AND SIGNED BY HOPE, INC.'S AUTHORIZED REPRESENTATIVE. ADULT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, ADULT, FOR HIM/HERSELF AND, IF APPLICABLE, ON BEHALF OF THE PROTECTED PERSON, IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY MINNESOTA LAW. UNDERSIGNED UNDERSTAND AND AGREE THAT ASSUMPTIONS OF RISK AND LIMITATIONS OF LIABILITY AS SET FORTH IN MINNESOTA LAW SHALL APPLY TO EVERY ACTIVITY IN WHICH PARTICIPANT ENGAGES THROUGH OR IN CONNECTION WITH HOPE, INC., WHETHER INSIDE OR OUTSIDE OF THE STATE OF MINNESOTA.**

THE UNDERSIGNED IS AWARE AND UNDERSTANDS THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. THE UNDERSIGNED ACKNOWLEDGES THAT ANY INJURIES THAT PARTICIPANT SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF HOPE, INC., INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF HOPE, INC. NOTWITHSTANDING THE RISK, THE UNDERSIGNED ACKNOWLEDGES THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND THE UNDERSIGNED HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE, ARISING FROM PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF HOPE, INC., OR ITS AGENTS OR EMPLOYEES.

Undersigned understands and agrees that there are risks involved in decision-making and conduct of HOPE, INC., employees/volunteers involved with an Activity, including, but not limited to the risk that a coach/counselor may misjudge some aspect of Participant's abilities, conditioning, mental, emotional or physical condition that may make a certain portion of any Activity appropriate or inappropriate for the Participant. **Adult agrees that he/she will, and will instruct and direct Minor, to abide by the rules, policies, and regulations of HOPE, INC., and to follow instruction and direction from HOPE, INC., staff or volunteers. The Rules of HOPE, INC., are found on the HOPE, INC., website and are maintained to ensure currency. Participants must comply with all rules, policies, and regulations of HOPE, Inc., or they will be subject to discipline up to and including expulsion from the Activities.** Undersigned further understands and agrees that certain of the Activities in which Participant will be engaged involve risks, known or unknown, inherent or otherwise, in addition to those stated hereinabove and some of those risks are described below. **Undersigned nonetheless understand and agree that Undersigned is accepting all of the risks involved in all Activities and not just the Activities and risks described both above and below.**

In consideration for participation in an Activity, Adult agrees for him/herself and on behalf of Protected Person, if applicable, expressly waives and releases any and all claims, now known or hereafter known, against HOPE, Inc., and its officers, directors, managers, employees, volunteers, agents, representatives, affiliates, successors, and assigns (collectively, "**Releasees**"), on account of injury, disability, death, or property damage arising out of or attributable to the Participant's engagement in the Activity, whether arising out of the ordinary negligence of HOPE, INC., its agents or employees, or any Releasees or otherwise. The Undersigned covenants not to make or bring any such claim against HOPE, Inc., or any other Releasee, and forever release and discharge HOPE, Inc. and all other Releasees from liability under such claims.

In consideration for participation in an Activity, Adult agrees for him/herself and on behalf of Protected Person, if applicable, that ALL claims arising from or related to any Activity, including for injury to person or property and/or death shall be GOVERNED BY MINNESOTA LAW, without regard to conflicts of law principles, and that EXCLUSIVE JURISDICTION shall be in the CLAY COUNTY District Court or in Federal Court for the District of Minnesota. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.

**Undersigned recognize that injuries are a common and ordinary occurrence of participation in the Activities, and that death may even result. Nonetheless and with full knowledge and understanding of the above general and specifically identified risks involved in the various activities, Adult voluntarily elects to, or, if applicable, chooses to allow Protected Person to participate in the Activities.** Undersigned will, to the extent possible, follow carefully all instructions on the safe and proper use of the equipment and will ask questions and request instructions so that the function and proper and safe use of all equipment rented or otherwise made available to Participant is clear to and understood by the Adult Participant or by the parent or legal guardian of the Protected Person so that such may be explained to and, to the extent reasonably possible, understood by the Protected Person before the Activity is undertaken. **Undersigned understand and agree that helmets cannot guarantee the wearers safety nor can protect against all potential head injuries or prevent injury to the face, neck or spinal cord.** Undersigned accept for use any equipment provided to Participant "AS IS" and accept full responsibility for its care and will pay for any loss or damage, other than reasonable wear resulting from its use.

The Undersigned understand, acknowledge and agree that he/she is responsible for determining Participant's medical, physical or other qualifications or suitability for participating in the Activity and should consult a physician with any questions or concerns in that regard. Undersigned authorize any Releasees and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The Undersigned understand and agree that upon arrival of medical personnel or, where applicable, Participant's transportation to any such medical facility or hospital that Releasees shall have no further responsibility for Participant. Further, the Undersigned agree to pay all costs associated with such medical care and related transportation provided for Participant and shall indemnify and hold harmless the Releasees for any costs incurred therein, or any claims originating therefrom. The Undersigned are advised and acknowledge that, before participating in the Activity, Participant should be covered by personal health insurance sufficient to cover any expenses that may result from an injury occurring during or in connection with the Activity.

Undersigned give HOPE, INC., permission to take and use photographs, video and audio recordings, or movies of Participant taken during an Activity for any purpose in promoting HOPE, INC., or related activities of HOPE, INC., in print, brochures, advertisements, social media, films or videos and on broadcast presentations of any sort.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF PROTECTED PERSON AND THAT PROTECTED PERSON WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF PROTECTED PERSON, PROTECTED PERSON WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_ for Activity Calendar year 202\_\_\_\_\_ (Active 9/1~8/31 Annually)

\_\_\_\_\_  
PRINT Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Address of Participant

\_\_\_\_\_  
Age of Participant

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

Emergency Contact: \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_