

Release and Waiver of Liability and Hold Harmless Agreement

- 1. In consideration for participating in a MY CREDIT UNION Adventure Club event, I hereby release, waive, discharge and covenant not to sue MY CREDIT UNION their volunteers, officers, agents or employees (herein after referred to as releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
- 2. I am fully aware of the risks and hazards connected with the MY CREDIT UNION Adventure Club event, and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of releasees or otherwise.
- 3. I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of releasees or otherwise.
- 4. By purchasing a ticket and/or attending an event, I automatically accept the Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19 and/or other forms of communicable viruses and/or diseases. Attending any adventure with MY Credit Union, could increase my risk of contracting COVID-19 and/or other forms of communicable viruses and/or diseases. By participating, I acknowledge the contagious nature of COIV-19 and/or other forms of communicable viruses and/or diseases and voluntarily assume the risk of being exposed or infected by COVID-19 and/or other forms of communicable viruses and/or diseases by attending adventure(s) and that such exposure or infection may result in personal injury, illness, permanent disability, and /or death. I understand that the risk of becoming exposed to or infected by COVID-19 and/or other forms of communicable viruses and diseases on the adventure may result from the actions, omissions, or negligence of other participants and others, including, but not limited to employees, volunteers, and program participants and their families. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to myself including, but not limited to, personal injury, illness, permanent disability, and /or death, damage, loss, claim, liability, or expense of any kind, that I may experience or incur in connection with my or anyone I have legal responsibility for in connection with attendance and/or participation on this adventure. On my behalf and on behalf of anyone on this adventure for whom I am legally responsible for, I hereby release, covenant not to sue, discharge, and hold harmless MY Credit Union, it's employees, agents and representatives of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of My Credit Union, its employees, agents, representatives, where a COVID-19 and/or other forms of communicable viruses and/or diseases infection occurs before, during or after participation in this adventure or associated event program.
- 5. I understand that MY CREDIT UNION does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio for appropriate coverage.
- 6. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Minnesota.



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7. In participating in the MY CREDIT UNION Adventure Club, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and abide by it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I agree with this release for full, adequate and complete consideration fully intending to be bound by same.

Date:	
Participant Name:	
Participant Signature:	
Participant's Email Address:	
Participant's Date of Birth:	
Adventure:	
Dates of Event:	