

Waiver and Release for Participation in the South Dakota Youth Preparedness Initiative (MyPI South Dakota)

This is a release of legal rights; please read and understand before signing!

I/my child, _____, (Student's Name) intend to participate in the South Dakota Youth Preparedness Initiative (MyPI South Dakota) in partnership with South Dakota State University and South Dakota State University Extension and MyPI National during the Summer, Fall, Winter, and/or Spring of 2018 and/or 2019.

I/my child is voluntarily seeking to take part in the Activity, and understand that there may be some risks involved, either anticipated or unanticipated. As a condition of my participation in this Activity, I/my child assume full responsibility for any risk of loss or damage to property or any personal injury, even death, which may be sustained by me while participating voluntarily in this Activity, or while I/my child is on the premises where the Activity is conducted, or while traveling to and from this Activity. I understand that a portion of this training may involve voluntary physical interaction between adult instructors and participants, including demonstrating rescue techniques, etc. I am aware of the risks inherent in this Activity, all my questions about this Waiver or this Activity have been answered to my satisfaction, and I choose to participate voluntarily. If signing as a parent/guardian, I choose to allow my child/guardian to participate voluntarily.

I further agree and covenant that I will not sue any entities/agencies within the partnership listed above as well as Mississippi State University, Mississippi State University Extension, the MyPI National instructors, the National Institute for Food and Agriculture (NIFA) or any employees, assigns, agents, or affiliated entities (known now as "Releasees"). I release the above mentioned parties from any liability in connection with my participation with this Activity and any injuries or loss that may occur on behalf of myself and/or my child.

I waive, release, and discharge all the Releasees from any liability related to my/my child's participation in this activity, whether caused by negligence or a breach of an express or implied contract. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damages or costs, including but not limited to court costs and attorney's fees that may result from this activity.

I further acknowledge that the Releasees, as public entities or employees, do not carry liability insurance for this Activity and that in order to allow this Activity and others like it, it is essential that the Releasees not be subject to liability or such Activities sponsored by the Releasees may not be feasible in future public educational programs offered by the Releasees.

It is my express intent that this agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative if I am not alive, and this Agreement shall be deemed as a release, waiver, discharge, and covenant not to sue the above Releasees. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of South Dakota.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing agreement, that I understand it, that I sign it voluntarily as my own free act and deed, and that no oral or written representations or statements of inducements, apart from the foregoing written agreement, have been made. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Signature of Participant and Date

Signature of Parent/Guardian (if under 18)

Printed name of Participant

Printed name of Parent/Guardian