

# Dakota Dreams Career Exploration Summer Camps

## **Informed Consent, Voluntary Waiver, Release of Liability, and Assumption of Risks**

*PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN BEFORE ANY CHILD IS ALLOWED TO PARTICIPATE IN THE ABOVE REFERENCED CAMP.*

**I, the undersigned parent and natural or legal guardian, wish for my Child, identified as the student in the camper application (hereafter "Child"), to participate in the above referenced camp (hereafter "Camp") on the date(s) and location indicated in the application and, in consideration for my Child's participation, I hereby agree as follows:**

I acknowledge, understand, and appreciate that as part of my Child's participation in the Camp there are dangers, hazards, and inherent risks to which my Child may be exposed, including the risk of serious physical injury, illness, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in the Camp may involve risks and dangers, both known and unknown, and have elected to allow my Child to take part in the Camp. Therefore I, on behalf of my Child, voluntarily accept and assume all risk of injury, illness, loss of life or damage to property arising out of training, preparing, participating, and traveling to, during, or from the Camp.

I, on behalf of my Child, hereby release Institution, the South Dakota Board of Regents, and the State of South Dakota, and its officers, agents, and employees (hereinafter collectively and individually "State") from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury or illness to my Child or loss that my Child may suffer while training, preparing, participating and/or traveling to or from the Camp. This agreement is binding on my heirs and assigns.

I, on behalf of my Child, furthermore release, indemnify and hold harmless the State from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that my Child may suffer, for which my Child may be liable to any other person, that may or does arise out of my Child's participation in the Camp. I understand that the State accepts no responsibility for my Child's personal property.

In the event of an accident or serious illness, I hereby authorize representatives of the State to obtain medical treatment for my Child on my behalf. I hereby hold harmless and agree to indemnify the State from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Camp.

This RELEASE shall be governed by and construed under the laws of South Dakota. I agree that any legal action or proceeding relating to this RELEASE, or arising out of any injury, death, illness, damage, or loss as a result of my Child's participation in any part of the Camp, shall be brought only in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

**This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily and without inducement, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My electronic signature included on the Camper Agreements section of the application is intended to bind not only myself and my Child but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.**