

LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

**IMPORTANT: THIS IS A LEGAL DOCUMENT**

**Please read and understand this document before signing. If you have any questions please consult an attorney.**

This Liability Release, Waiver, Discharge and Covenant not to Sue ("RELEASE") is a legally binding release executed by me, \_\_\_\_\_, ("RELEASOR") of \_\_\_\_\_ (Employer's Name), \_\_\_\_\_ (City/State).

RELEASOR, being of lawful age, in consideration of being permitted to participate in the Lineworkers Rodeo, related events, and activities ("ACTIVITIES") (before, on, or after September 14, 2021) do for myself, executors, administrators, heirs, and assigns, hereby release and forever discharge all sponsors, advertisers, owners and lessors of premises, Minnesota Municipal Utilities Association (MMUA), and their respective officials, officers, directors, employees, agents, heirs, executors, administrators, or legal representatives, or other successors of interest ("RELEASEES"), of and from any and every claim, demand, action, or right of action, either in law or equity, by way of subrogation or otherwise, arising from or by reason of any bodily injury or personal injuries, known or unknown, death, loss or damage to property, or occurrence before, during, or after, related to RELEASOR's participation in the ACTIVITIES, whether caused by negligence of RELEASEES or otherwise.

RELEASOR acknowledges and fully understands that each participant, whether as a competitor, judge, sponsor, volunteer, exhibitor, vendor/independent contractor, or electric utility employee or student assisting with setting and removing of utility poles and related equipment at rodeo grounds before or after the Minnesota Lineworkers Rodeo, will be engaging in ACTIVITIES, or will be in the proximity of ACTIVITIES, that involve risk of serious injury, including disability and death, and severe social and economic losses to person or property, which may result not only from RELEASOR's own actions, inactions or negligence, but also the actions, inactions or negligence of others, the rules of the Minnesota Lineworkers Rodeo, or the condition of premises or anything used at the premises. RELEASOR understands that there may be other risks not known to RELEASEES.

RELEASOR understands and agrees that RELEASEES do not have medical personnel available at the location of ACTIVITIES. RELEASOR understands and agrees that RELEASEES are granted permission to authorize emergency medical treatment, if necessary, and that such action by RELEASEES shall be subject to the terms of this RELEASE. RELEASOR understands and agrees that RELEASEES assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. RELEASOR further states that RELEASOR has adequate health insurance necessary to provide for and pay for any medical costs that RELEASOR may incur during or arising from RELEASOR's participation in ACTIVITIES.

RELEASOR assumes all the foregoing risks and accepts personal responsibility for any and all loss, disability, damage, or cost following such injury, permanent disability, or death. RELEASOR further releases all RELEASEES, officials, other participants, or any professional persons of any claim whatsoever on account of first aid, treatment of services rendered, during RELEASOR's participation in the ACTIVITIES before, on, or after September 14, 2021. As to any RELEASEES that are not deemed municipalities, pursuant to Minnesota Statutes § 604.055, this RELEASE does not waive liability for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence.

RELEASOR agrees to indemnify and hold harmless the RELEASEES, from any loss, liability, damage, or cost including attorney's fees, RELEASEES may incur due to the presence of RELEASOR in or upon the premises before, during, or after the ACTIVITIES.

1. RELEASOR is identified as a participant by checking one or more of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Journeyman Events**</b> + Participant is Journeyman qualified.   | <input type="checkbox"/> <b>Volunteer**</b>                  |
| <input type="checkbox"/> <b>Apprentice Events**</b> + Participant is a qualified climber.  | <input type="checkbox"/> <b>Judge,** Greeter, or Auditor</b> |
| <input type="checkbox"/> <b>Electric Utility Employee**</b> + assisting with setting and removing utility poles and related equipment at Rodeo grounds before/after Lineworkers Rodeo. | <input type="checkbox"/> <b>MMUA Staff**</b>                 |
|  | <input type="checkbox"/> <b>Vendors/Sponsors**</b>           |

\*\*RELEASOR is aware of and understands all safety regulations and rules applicable to servicing, repairing, replacing, or otherwise working with or on electrical power lines.

+RELEASOR will supply, for his/her own use, climbers, belt, hand tools, and other required safety equipment.

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2. RELEASOR, prior to participating, will inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, he/she will immediately advise RELEASEES of such conditions and refuse to participate unless and until the unsafe condition has been remedied to RELEASOR'S satisfaction, in which case RELEASOR assumes all risks of subsequent participation.
3. RELEASOR hereby waives subrogation rights of his/her insurer against the RELEASEES. As to RELEASOR'S property or business interests, RELEASOR agrees to rely entirely upon his/her own property insurance for recovery with respect to any damage, loss, or injury to his/her property interests.
4. RELEASOR understands that recreational and illegal drugs or alcohol are strictly prohibited AT OR DURING any ACTIVITIES; provided however, that the consumption of alcohol at any social event sponsored by the RELEASEES following the close of competition-related activities is not barred by this paragraph, so long as the consumption is done responsibly and in compliance with all applicable laws. Any violations are grounds for immediate dismissal from the ACTIVITIES and/or police involvement.
5. RELEASOR understands that RELEASOR is at all times responsible for RELEASOR's own safety when RELEASOR participates in ACTIVITIES. RELEASOR expressly agrees and promises to accept and assume all of the risks existing in the ACTIVITIES. RELEASOR's participation in ACTIVITIES is purely voluntary, and RELEASOR elects to participate in spite of the risks.
6. RELEASOR understands that RELEASEES reserve the right to cancel ACTIVITIES or prevent RELEASOR from participating in ACTIVITIES, in the RELEASEES' sole judgment.
7. RELEASOR understands that If RELEASOR decides to leave early and not to complete ACTIVITIES as planned, RELEASOR assumes all risks inherent in RELEASOR's decision to leave and waive all liability against RELEASEES' arising from the decision.
8. RELEASOR agrees that the site of any lawsuit and the law governing any such lawsuit shall be Lyon County, Minnesota and governed by Minnesota law, without regard to conflict of laws principles. The term of this RELEASE shall continue and be in effect after ACTIVITIES have ended. This RELEASE is intended to be as broad and inclusive as is permitted by law, and may not be modified in any way. If any provision or any part of any provision of this RELEASE is held to be invalid or legally unenforceable for any reason, the remainder of this RELEASE shall not be affected and shall remain valid and fully enforceable.
9. A copy of this RELEASE can be used as if it were an original. RELEASOR agrees that a copy of this RELEASE can be used as if it were an original.
10. RELEASOR grants to RELEASEES the absolute and irrevocable right and permission with respect to the photographs or video or sound taken of RELEASOR by RELEASEES or their designee:
  - a. To copyright the same.
  - b. To use, reuse, publish and republish the same in whole or in part, individually or in conjunction with other photographs in any medium and for any purpose whatsoever, including (but not by way of limitation), illustration, promotion and advertising and trade.
  - c. To use RELEASOR's name in connection therewith If RELEASEES so choose.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.**

In signing this RELEASE, I acknowledge that I have read this document in its entirety and I freely and voluntarily assume all risks of any injuries and damages. Notwithstanding such risks, I agree to participate in this event.

**RELEASOR**

Legal Name (PRINT) \_\_\_\_\_

Legal Name (SIGNATURE) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Executed this day: \_\_\_\_\_ (date) \_\_\_\_\_ (month) of 2021.