LIABILITY RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE

This is a legally binding Release, made by me, _______________________, to the University of North Dakota and the Society for Energy Alternatives, collectively known as the Releasees.

I recognize that there are dangers and risks to which I may be exposed by participating in the driving of the car, or by attending other functions associated with the driving of the car (collectively known as Activity). I understand that the Releasees do not require me to participate in this Activity, but that it is my wish to do so, despite the possible dangers and risks and despite this Release. I also realize that the car is not equipped with all the safety features of a standard automobile and does not provide the same protection in the event of collisions or other road hazards. I further understand that the car is not owned or operated by the University of North Dakota.

I therefore agree to assume and take on myself all of the risks and responsibilities in any way associated with this Activity. In consideration of and in return for allowing my participation in the Activity, I release and hold harmless the University of North Dakota, its governing board, officers, employees, and agents, and the Society for Energy Alternatives, its advisors, sponsors, and members, from any and all liability, claims, and actions that may arise from injury or harm to me, from my death or from damage to my property in connection with this activity. I understand that this Release covers liability, claims, and actions caused entirely or in part by any acts or failures to act of the University of North Dakota, its governing board, officers, employees, and agents, and the Society for Energy Alternatives, its advisors, sponsors, and members, including, but not limited to, negligence, mistake, or failure to supervise.

I recognize that this Release means I am giving up, among other things, rights to sue the University of North Dakota, its governing board, officers, employees, and agents, and the Society for Energy Alternatives, its advisors, sponsors, and members, for injuries, damages, or losses I may incur. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as myself.

I have read this Release, I fully understand it, and I agree to be legally bound by it.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY BEFORE SIGNING.

Dated: ________________  Dated: __________________

(Releasor’s signature)  (Parent or Guardian Signature if Releasor is under 18 years old)

Printed Name: ____________________