



Organized and supported by  Science Museum of Minnesota

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT VIKINGS VOYAGE AT U.S. BANK STADIUM AND THE SCIENCE MUSEUM OF MINNESOTA

This Waiver of Liability and Hold Harmless Agreement (this “Waiver”) is entered into and effective as of the date below, between the undersigned User and the Released Parties (as defined below). User acknowledges and agrees that this Waiver shall apply for so long as User has access to and/or use of the Facilities before, during, and after the Programming.

[Versión en español](#)

DEFINITIONS

The following definitions apply to this Waiver:

1. User means the person who signs this document (or any other person related to) and anyone who has or obtains legal rights from or through that person.
2. Released Parties shall include, but is not limited to, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Programming staff, Minnesota Vikings Cheerleaders, the National Football League, Minnesota Sports Facilities Authority, the City of Minneapolis, the State of Minnesota, ASM Global, The Science Museum of Minnesota (“SMM”), and each of their respective owners, vendors, members, partners, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, agents, assigns, and insurers.
3. Facilities means SMM located in St. Paul, Minnesota and U.S. Bank Stadium located in Minneapolis, Minnesota, and any other affiliated, adjacent or surrounding areas of each to which User may have access, including the Viking Voyage space.
4. Claims means any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of User arising from User’s participation in the Programming including, but not limited to, personal injury, bodily injury, the risk of exposure to communicable diseases, viruses, bacteria or illnesses or the causes thereof including Coronavirus (COVID-19), death, damage to any property, pain and suffering, medical expenses, of any cause or nature whatsoever, and any other claim of any sort, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys’ fees, court costs and expert fees).
5. Programming means educational hands-on program at the Facilities.

WAIVER OF LIABILITY AND ADDITIONAL AGREEMENTS

In exchange for the opportunity to use the Facilities and/or participate in the Programming and for other valuable consideration, the receipt and sufficiency of which User hereby acknowledges, User agrees to give up, release, and forever discharge any and all Claims, including Claims arising from the Released Parties' own negligence. By signing this Waiver, User understands that he/she is giving up and releasing all Claims, including Claims for damages that may not have happened yet and that may be unforeseen or unexpected. User agrees that the opportunity to use the Facilities and/or participate in the Programming is a full and fair exchange for the release of all Claims, and that the Released Parties hereby disclaim all liability and User expressly assumes all risk arising out of or relating to any accident, damage, or bodily injury, including but not limited to: exposure to communicable diseases, viruses, bacteria or illnesses or the causes thereof, including COVID-19, sprains, strains, fractures, dislocations, cardiovascular, pulmonary, concussion, neurological, or other injury, disease or death, or occurring from User's use of the Facilities and/or participation in the Programming.

User understands and acknowledges that the Programming and the activities therewith are occurring during the COVID-19 pandemic, and that User is participating in the Programming on User's own volition. User understands that the activities of the Programming may be strenuous, and that User acknowledges, to the best of their knowledge, that they are sufficiently healthy and able to participate in the activities of the Programming. Further, to the fullest extent permitted by law, User does hereby covenant and agree to indemnify, defend and hold harmless the Released Parties from and against any and all Claims and any and all third party claims, arising out of or in any way related to use the Facilities and/or User's participation in the Programming or the acts or omissions of User, his or her guests, agents or invitees, regardless of where such claims arise.

User understands and will follow all of the rules of use of the Facilities which may be communicate to User from time to time by the Released Parties. User understands and agrees to irrevocably grant to the Released Parties and its licensees the exclusive right and authority to use and publish User's voice, picture, name and likeness for advertising, publicity or promotional and other purposes in connection with the Released Parties in any form, including and without limitation, newspapers, magazines, motion pictures, game programs, audio tapes, video tapes, television broadcasts and web pages. Further, User's in-person program registration implies permission to take photographs or videos of participants for SMM promotional or publicity purposes (such as brochures, annual reports, we pages, exhibit displays, newspapers, magazines, or television news). If User wishes to revoke this permission, User will make a request in writing by emailing info@smm.org prior to participation in any field trip. This right shall survive the termination or expiration of this Waiver. No additional compensation shall be paid or payable to User for any right or use granted to the Released Parties by User.

User has read this Waiver carefully and understands all of it. User knows that he/she is free to consult with an attorney of their own choosing if they choose. In signing this Waiver, User has not relied on any statements or explanations by the Released Parties or any of their representatives, and User affirmatively states he/she is old enough to sign this Waiver and to be legally bound by it. User acknowledges that this is a legal contract that is binding upon User. User understands that this release of Claims is intended to be as broad and inclusive as permitted by Minnesota law and that if any portion of this Waiver is held invalid, it is agreed that the balance shall continue in full legal force and effect.

RELEASE ON BEHALF OF MINOR

I agree that, if the name of a minor is filled in below: (1) this Waiver applies to the minor and anyone acting on the minor's behalf to the same extent that it applies to me; (2) all Claims relating to the minor are released to the same extent as though the Claims belonged to me; and (3) this Waiver releases all Claims of any sort that the minor and anyone acting on the minor's behalf may have against the Released Parties arising from the minor's participation in the Programming. I have the authority to sign this Waiver on behalf of the minor and release Claims on behalf of the minor.

Print Name of Minor*

*Required field

First name

Last name

Relation to Minor*

**I HAVE READ THIS DOCUMENT CAREFULLY, AND I UNDERSTAND IT IS A RELEASE
OF ALL CLAIMS AND I ACKNOWLEDGE AND ASSUME ALL RISKS**

Print Name*

First name

Last name

Signature*

Phone*

Date*

Address*

City

State

Zip Code

School Name*

Are you a chaperone?*

☐ Yes

☐ No