

**MINNESOTA SOCIETY OF ARBORICULTURE (MSA)
EVENT PARTICIPANT AGREEMENT & RELEASE**

You must read, accept, and sign this Agreement before participating in the MSA Tree Climbing Championship.

In consideration of being permitted to participate in the MSA Tree Climbing Championship (the MSA Event) conducted and/or hosted by the Minnesota Society of Arboriculture (MSA) at Augsburg Park in the City of Richfield, Minnesota, I understand and agree that:

1. Risk of Injury: Risk of serious bodily harm, injury, paralysis, or death, as well as damage to my equipment and personal property, may occur with respect to my participation in the MSA Event, including, but not limited to, activities related to climbing, aerial lifts, the use of equipment and facilities, officiating, and proctoring.
2. Assumption of Risk: I accept and assume the risks, known and unknown, related to my participation in the MSA Event, including, but not limited to, injury or damage arising from, or related to, the negligence or actions of MSA, the City of Richfield, Hennepin County, and other parties.
3. No Physical or Medical Limitation: I am unaware of any disease, injury, or any other physical or medical condition that would impair or limit my ability to participate in the MSA Event. I understand that MSA encourages all participants to maintain appropriate health insurance throughout their participation in the MSA Event because of the risks of serious injury.
4. Release of Claims: I release and discharge MSA, the City of Richfield, Hennepin County, and their officials, officers, directors, members, employees, personnel, volunteers, representatives, agents, and respective successors and assigns (Releasees) from and against any present and future loss, damage, action, liability, or claim (claims), known or unknown, relating to or arising from my participation in, or association with, the MSA Event.
5. Indemnification of Releasees: I will indemnify, defend, and hold the Releasees harmless from and against any loss, damage, claim, demand, action, judgement, fine, penalty, or liability, including costs and attorney fees, incurred by the Releasees resulting from, arising out of, or related to my participation, involvement, or association with, the MSA Event.
6. Insurance: I understand that MSA strongly advises all MSA Event participants to maintain personal health insurance throughout their participation in any MSA Event. MSA has also advised that it currently maintains a supplemental medical insurance policy on behalf of participants in the MSA Event. I further understand and agree that this medical insurance policy is: (a) applicable only to the MSA Event; (b) conditioned on my compliance with, and satisfaction of, the terms and conditions of all Agreements between MSA and the insurance carrier, and the insurance policy; (c) supplemental and secondary to my own personal health insurance; and, (d) limited only to eligible costs in excess of my personal insurance benefits, and may not apply to co-pays, deductibles, and other insurance costs. I further understand and agree that MSA does not covenant, agree, or promise to continue to provide the supplemental medical insurance policy, and it may cancel such policy at any time.
7. Compliance with Event and Site Rules: I will comply with and abide by: all rules and regulations issued, adopted, published, or otherwise issued by MSA, including, but not limited to, the International Society of Arboriculture (ISA) ITCC Rule Book; and, all instructions, rulings, and directions of MSA Event officials and personnel, as well as all City of Richfield and Hennepin County park usage rules and

policies.

8. No Employer Objection: If required by my employer, I have informed my employer of my participation in the MSA Event, and my employer has not objected to such participation.
9. Agreement Term: This Participant Agreement and Release will remain valid for twelve (12) months from the date I have signed below, and applies to all MSA Events during that period, or until such time as I expressly revoked the Agreement in writing delivered to the MSA. I understand that I will not be permitted to participate in any MSA Event upon revocation of this Participant Agreement and Release. Notwithstanding the above, provisions that by their nature are intended to survive the term or termination of this Participant Agreement do survive such term or termination. Such provisions include but are not limited to: Release of Claims; Indemnification of Releasees; Insurance; and Governing Law.
10. Governing Law: This Participant Agreement and Release will be governed by and construed in accordance with the laws of the State of Minnesota. To the extent permitted by governing law, I hereby waive any applicable law, rule, or regulation that would invalidate or otherwise limit any term of this Participant Agreement. If any court of competent jurisdiction determines any term in this Participant Agreement to be invalid or unenforceable to any extent, such term(s) shall be severed and the remaining terms of this Participant Agreement shall remain in full force and effect.
11. Parties: All of the terms of this Participant Agreement and Release, apply to, and bind, me and my heirs, assigns, personal representatives, and executors.

I AM AWARE THAT THIS DOCUMENT IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS DOCUMENT, I HAVE HAD AN OPPORTUNITY TO READ IT, OR I HAVE HAD IT READ TO ME. I UNDERSTAND IT, AND I VOLUNTARILY AGREE TO ITS TERMS. I ACKNOWLEDGE AND AGREE THAT I AM NOT BEING COMPELLED OR REQUIRED TO PARTICIPATE IN THE MSA TREE CLIMBING CHAMPIONSHIP. I EXPRESSLY AGREE THAT THE RIGHT TO PARTICIPATE IN EVENT IS GOOD AND VALUABLE CONSIDERATION IN SUPPORT OF THIS AGREEMENT, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED.