

## **MKC Job Shadow Program Waiver**

### **Assumption of Risk, Waiver, and Release from Liability Agreement**

1. In consideration of being permitted to use for any purpose any of Mid Kansas Cooperative equipment or facilities, hereby release, waive, discharge and covenant not to pursue legal action against Mid Kansas Cooperative, its officers, agents, and employees (hereinafter collectively referred to as "MKC") from any and all liability, claims, damages, actions, causes of action whatsoever arising out of or related to any losses, damages, or injuries, including death, that may be sustained by me, or to any property belonging to me, which are in any way connected to the use of such equipment and facilities, regardless of whether such loss is caused by the negligence of MKC, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
2. I understand and acknowledge that the use of equipment and facilities provided by MKC involves known and unanticipated risks which could result in property damage, serious bodily injury, or even death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the acts of myself and others, including MKC or from the unavailability of emergency medical care. I hereby elect to voluntarily use MKC's equipment and facilities, in spite of these risks. I voluntarily assume full responsibility for any risk of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my use of MKC's equipment and facilities, whether caused by the negligence of MKC or otherwise, to the fullest extent allowed by law.
3. I agree to indemnify and hold harmless MKC from any loss, liability, damage, or costs, including court costs and attorney's fees that MKC may incur due to my use of MKC's equipment or facilities, whether caused by the negligence of MKC or otherwise, to the fullest extent allowed by law.
4. I agree to comply with all rules, regulations and policies of MKC relating to the use of MKC's equipment and facilities.
5. It is my express intent that this Assumption of Risk, Waiver, and Release from Liability Agreement (this "Agreement") shall bind the members of my family, as well as my heirs, assigns and legal representatives.
6. I agree that this Agreement shall be governed in all respects by the laws of the State of Kansas. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions which shall continue to be

enforceable.

**I have read and fully understand this Agreement and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.**

**Print Name:**

**Signature:**

**Date:**

If you are a minor (under age 18), your parent or legal guardian must also sign below.

**Consent and Release on Behalf of Minor by Parent/Legal Guardian**

I am the parent or legal guardian of the above named minor. I have read and understand this Agreement in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree individually and on behalf of the above named minor to be bound by all the terms of this Agreement. I also give my consent to the above named minor's use of MKC's equipment and facilities.

**Print Name:**

**Signature:**

**Date:**