

Release and Waiver
19th Annual Tour de Pepin
Saturday, June 6, 2026

I understand that **Tour de Pepin** entry fees are not refundable or transferable to others. I agree to wear a properly fitted hard-shell bicycle helmet at all times when riding a bicycle in the Tour de Pepin event. By my entry into this event, I hereby accept its inherent risks and certify that I am physically fit and able to participate. I grant my consent to any duly authorized doctor or medical personnel to provide me medical treatment in response to any accident, injury, or illness during this event.

I hereby waive and release any and all claims for damages to personal property or self, including negligence claims, death, or any injuries incurred as a result of taking part in this event against the Lake City Chamber of Commerce, its officers and employees; and any and all other organizers, sponsors, officials, vendors, volunteers, and associated entities, with their heirs and assigns, singly or collectively. I grant permission without obligation or liability for the use of my name, image, or other record of me taking part in **Tour de Pepin** for promotional purposes. I agree to obey any applicable traffic rules; to heed the direction of public safety officers and event officials; and to ride and conduct myself with due caution and respect, so as not to endanger anyone or disrupt the enjoyment of fellow bicyclists, motorists, or others.

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

To be signed by participants in the Cal Fremling Boat Trip with the Lake City Chamber of Commerce Tour de Pepin on June 6, 2026.

READ CAREFULLY BEFORE SIGNING

I have agreed to participate and / or allow my minor child(ren) to participate in this activity which involves travel on the Mississippi River on the Cal Fremling boat. I understand that participation is wholly voluntary. I am aware of the dangers and risks inherent in boating and water activities which may include, but are not limited to, loss of or damage to personal property, bodily injury, or even death. I acknowledge, understand, and assume all such risks.

I understand that while participating in this event, I am to comport myself appropriately and responsibly at all times. I further understand that I will be responsible for any property damage I cause to the property. I understand that any child(ren) under my care will be my responsibility while participating in this trip and the University is not responsible for their care or supervision.

I agree to abide by all Minnesota State Colleges and Universities ("MNSCU") policies and procedures and all Winona State University policies and regulations, including but not limited to the Winona State University Code of Conduct, Winona State University Alcohol and Drug Policy, and the MNSCU Code of Conduct. I understand that all Cannabis containing products are prohibited on campus property. I acknowledge that it is my sole responsibility to be familiar with these policies, procedures, and regulations which are available through the official Winona State University website. I also understand that failure to abide by the WSU and/or MNSCU policies, procedures, or regulations may result in my immediate removal from participation in the event and may also subject me to University approved sanctions. I agree to assume full responsibility for any costs associated with my removal from the event.

In consideration of the University's agreement permit participation in this trip, the receipt and sufficiency of which is hereby acknowledge, I agree as follows:

1)

I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expenses, emergency evacuation expenses, and repatriation related expenses that I or my minor child(ren) incur while participating in this trip.

2)

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) ("Releasees") from any and all liability whatsoever for any and all damages, losses or injuries (including death) I or my minor child(ren) sustain to person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with participation in the trip and/or any travel incident thereto, whether caused by the negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees.

3)

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with participation in the trip or any travel incident thereto.

4)

I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Minnesota, U.S.A.; and that if any portion thereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that I am at least eighteen (18) years of age, that by signing it am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Print Name

Signature

Phone #

Emergency Contact Name

Phone #

If under 18yrs of age - Adult Signature