

# STUDENT CAMP PARTICIPANT WAIVER FORM

## STUDENT CAMP WAIVER TERMS & CONDITIONS

By checking the “I agree” box I acknowledge I have received and read this Waiver of Liability, Indemnification and Medical Release Form (“Form”), I authorize the minor participant identified below (“Participant”) to participate in the Student Camp (“Camp”) sponsored by Titan Machinery Inc. (“Titan”). In consideration for Participant being allowed to voluntarily participate in the Camp, I agree to the following provisions:

**TITAN SPONSORSHIP.** I acknowledge and understand that Titan’s sponsorship of the Camp is limited to financial support, diesel mechanic education, equipment demonstrations and other similar educational and instructional experiences. Lodging and on-campus meals are determined by the host college/university and are not the responsibility of Titan.

**IMAGE USE PERMISSION.** I give my permission for Titan to use any photographic or video images of Participant in printed publications, on the internet or in other electronic formats for advertising and marketing purposes. I acknowledge and understand that no compensation is owed or will be paid by Titan for the use of Participant’s images.

**TRAVEL RELEASE AND WAIVER.** I acknowledge and understand that Titan does not provide transportation to or from the Camp. I release, waive, discharge and covenant not to sue Titan and its officers, agents and employees from any and all liability, claims, demands, and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Participant or Participant’s property, as a result of, or in any way arising out of Participant travel to and from the Camp.

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY.** I acknowledge and understand that Participant’s participation in the Camp involves dangers, hazards and inherent risks, both known and unknown, to which Participant may be exposed including property damage, personal injury, or death. I agree to accept and assume any and all risks to Participant of property damage, personal injury, or death.

I further release, waive, discharge and covenant not to sue Titan and its officers, agents and employees from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or Participant’s property, as a result of, or in any way arising out of Participant’s participation in the Camp.

**INDEMNIFICATION.** I agree to indemnify and hold harmless Titan from and against any loss, liability, damage or costs, including attorneys’ fees, that Titan may incur arising from Participant’s participation in the Camp, except for any claims arising from the gross negligence or willful misconduct of Titan.

**CONSENT TO MEDICAL CARE.** I consent to Participant’s receipt of medical treatment which may be deemed advisable in the event of illness, accident, or injury during the Camp.

**INTENT OF FORM.** It is my express intent that this Form shall forever bind myself, Participant, personal representatives, heirs, next of kin, and successors and assigns. I acknowledge and understand that this Form shall be construed broadly to provide release, waiver, and indemnification to the maximum extent permitted under applicable law.

I affirm that I am freely agreeing to the terms of this Form, and I have read this form and fully understand that by checking the “I agree” box on the online registration form, am giving up legal rights and/or remedies which may otherwise be available to me or Participant regarding any losses sustained as a result of participation in the Camp. I agree that if any portion of this Form is held invalid, the remainder will continue in full legal force and effect.