



**PUBLIC RADIO CUSTOM TRAVEL  
RELEASE & WAIVER**

I am voluntarily participating in this Public Radio Custom Travel program. I understand that participation in the Public Radio Custom Travel program involves several risks, including, but not limited to: the risk of a plane, bus or car accident; drowning; fire; natural hazards; insect and animal bites and stings; food poisoning; disease; illness; injury; crime; foreign political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and different local medical practices, standards, and conditions.

In consideration for the opportunity to participate in the Public Radio Custom Travel Program, I hereby release Minnesota Public Radio, d/b/a American Public Media ("MPR"), and its trustees, officers, employees, agents, successors, and assigns from any and all claims (including but not limited to claims for negligence), causes of action, liabilities, and costs which I or any of my legal representatives, heirs, successors, and assigns may have or claim to have relating to or arising out of my participation in the Public Radio Custom Travel Program, including, without limitation, any and all claims and causes of action for property damage, bodily injury, illness and death, caused by, related to or arising out of any action or inaction of MPR, its trustees, officers, employees or agents, except for such damages or injury as may be caused by the gross negligence or willful misconduct of MPR, its trustees, officers, employees, or agents. I agree not to sue MPR for any of the claims released above.

Finally, I agree to indemnify, defend, and hold harmless MPR, and its trustees, officers, employees, agents, successors, and assigns, from any and all claims, liabilities, and costs asserted by or on behalf of me or any of my legal representatives, heirs, successors, and assigns within the scope of the release.

I understand that the release, promise not to sue, and agreement to indemnify described in this Release & Waiver are intended to be as broad and inclusive as permitted by the laws of the state of Minnesota. I agree that if any portion of the above paragraph is held invalid, the remainder will continue in full legal force and effect. This Release & Waiver is to be interpreted and enforced under Minnesota law.

Further, I understand that Earthbound Expeditions, MPR's travel vendor, may require Public Radio Custom Travel Program participants to agree to an additional release and/or waiver that is applicable to Earthbound Expeditions (only).