

LIABILITY RELEASE AND WAIVER

This legally binding Release and Waiver ("Release") is made by _____ ("Participant") to **Marquette University** ("Marquette") **and by** Participant's parent/legal guardian ("Parent") if Participant is under 18 years of age. The term "Undersigned" refers to Participant (and to his/her Parent, if Participant is a minor).

The Undersigned fully recognizes that there are dangers and risks to which Participant may be exposed by participating in **[various exercises and workouts at the Al McGuire Center, 770 N. 12th Street, Milwaukee, WI]** ("Activity"). The Undersigned has signed this Release in full recognition and appreciation of the dangers, hazards, and risks of the Activity, which dangers include, but are not limited to, physical injuries (minimal, serious, or catastrophic) and property loss or damage. The Undersigned understands that Marquette does not require Participant to participate in this Activity, but Participant desires to do so, despite the possible dangers and risks and despite this Release. If Participant is under 18 years of age, Participant's Parent hereby grants permission for Participant to participate in the Activity. The Undersigned submits that Participant is physically able to participate in this Activity.

If Participant is under 18 years of age and a medical emergency arises in which a Parent cannot be immediately contacted, the Undersigned grants permission to Marquette to administer first aid to or to obtain emergency medical treatment for Participant. If Participant is 18 years or older, Participant grants Marquette permission to administer first aid to or to obtain emergency medical treatment for Participant in the event of a medical emergency. The Undersigned agrees to pay for any and all costs of such medical treatment.

The Undersigned agrees to assume and take on all the risks and responsibilities in any way associated with the Activity. In consideration of, and in return for, services, facilities, and other assistance provided to Participant by Marquette in this Activity, the Undersigned releases Marquette (and its governing board, employees, and agents) from any and all liability, claims, and actions that may arise from injury or harm to Participant, up to and including death, or from damage to or loss of property in connection with the Activity. The Undersigned understands that this Release covers liability, claims, and actions caused entirely or in part by any acts or failures to act of Marquette (or its governing board, employees, or agents), including but not limited to negligence, mistake, or failure to supervise by Marquette.

The Undersigned recognizes that this Release means that Participant and his/her Parent(s) are giving up, among other things, rights to sue Marquette, its governing board, employees, and agents for injuries, damages, or losses incurred. The Undersigned also understands that this Release binds Participant and his/her heirs, executors, administrators, and assigns. The Undersigned has read this entire Release, fully understands it, and agrees to be bound by its terms.

Participant's Signature

Date

Parent/Guardian Signature if Participant is under 18 years of age

Date