

Marquette University Club Sports

Department of Recreational Sports

LIABILITY RELEASE AND WAIVER

Name of Club Sport: _____ (“Activity”)

This is a legally-binding Release 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 to by participating in the above-referenced Activity (including games, tournaments and practice sessions). The undersigned recognizes that such activity is amateur, voluntary, informal and not part of the organized athletic programs of Marquette or other participating universities. The Undersigned has signed this “Release and Waiver” in full recognition and appreciation of the dangers, hazards, and risks of said Activity, which dangers include, but are not limited to, physical injuries (minimal, serious catastrophic) and/or 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 said Activity. The Undersigned submits that Participant is physically able to participate in this program.

If Participant is under 18 years of age and medical emergency arises in which Parent cannot be immediately contacted, the Undersigned grants permission to Marquette to administer first aid to and/or to obtain emergency medical treatment for Participant. If Participant is 18 years or older, Participant grants Marquette permission to administer first aid to and/or to obtain emergency medical treatment for Participant in the event of a medical emergency. Further, the Undersigned submits that Participant is adequately covered by health and hospitalization insurance which does not exclude sports accident injuries. The Undersigned agrees to pay for all medical treatment.

The Undersigned agrees to freely and expressly assume all of the risks and responsibilities in any way associated with Activity. In consideration or, and in return for, services, facilities, and other assistance provided to Participant by Marquette in this Activity, the Undersigned agrees to release, defend, indemnify and hold harmless Marquette (and its governing board, employees, coaches, trainers, physicians, officials and agents) from any and all liability, claims, actions, judgments, costs, damages, reasonable attorney’s fees and any other expenses 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 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, coaches, trainers, physicians, officials 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 legally bound by it.

Participant’s Signature

Date

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

Date

