LIABILITY RELEASE AND WAIVER

This legally binding 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 the Immersive Fitness Experience in the Marquette University Visualization Lab (“Activity”). The Immersive Fitness Experience involves projected images and simulated forward motion through virtual environments. This Activity can be disorienting to some participants and may require physical exertion that can be strenuous. Participant will also be encouraged to engage in stretching exercises, using materials provided by Marquette Employee Wellness.

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 or 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 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 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. The Undersigned agrees to pay for any/all costs of such medical treatment.

The Undersigned therefore agrees to assume and take on all of the risks and responsibilities in any way associated with 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 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 legally bound by it.

_________________________________________ ________________
Participant’s Signature Date

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

OGC 08/15