

# MARQUETTE UNIVERSITY LIABILITY WAIVER AND RELEASE

## CAMPUS RECREATION FACILITY ACCESS

The individual named below (referred to as "I" or "me" or "Participant") desires to access the facilities, and participate in the activities, of the **Marquette University Department of Campus Recreation** which may include, without limitation, all activities in/on the pool, track and gyms, participation in open recreation, open tennis, racquetball courts, fitness classes, spin classes, use of free weights and cardio machines, and all other activities occurring within the Campus Recreation spaces, including without limitation, the Wellness + Helfaer and Rec Plex facilities (individually or collectively, the "Activity") hosted, facilitated and/or sponsored by Marquette University ("Marquette"). I acknowledge that Marquette uses webcams and other technology to monitor its Campus Recreation spaces to assess occupancy and equipment availability. In consideration of the opportunity to participate in the Activity, I agree to all of the terms and conditions outlined in this release ("**Release**").

1. I ASSUME ALL RISKS OF PARTICIPATING IN THIS ACTIVITY. I acknowledge that participating in the Activity is voluntary and involves certain risks and that injuries, death, property damage, or other harm could occur to me or others. I certify that I am physically able to participate in the Activity and accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or resulting from my participation in the Activity, regardless of whether it was caused in whole or in part by the negligence of Marquette, its officers, trustees, faculty, agents, representatives, volunteers, students, and employees ("**Released Parties**"). I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment.
2. I WAIVE, RELEASE AND FOREVER DISCHARGE all claims against any of the Released Parties for any injuries, damages, losses, or claims, whether known or unknown, which arise during or result from my participation in the Activity, regardless of whether caused in whole or in part by the negligence or other fault of any of the Released Parties. I agree not to make or bring any such claim against, and I release and forever discharge, the Released Parties from all such claims, including any claim based upon medical services or treatments I may receive.
3. I AGREE TO INDEMNIFY AND HOLD HARMLESS the Released Parties for any losses, liabilities, damages, costs, and/or expenses, including, but not limited to reasonable attorneys' fees, costs of enforcing any right to indemnification under this Release, and costs of pursuing any insurance providers, incurred by the Released Parties as a result of any claims or suits related to my participation in the Activity, regardless of whether caused in whole or in part by the negligence or other fault of any of the Released Parties.
4. I agree that this Release together with the Campus Recreation Policies available at [Marquette.edu/campus-rec/policies.php](http://Marquette.edu/campus-rec/policies.php), constitutes the sole and entire agreement of Marquette and me with respect to the subject matter contained herein. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release. This Release is binding on and shall inure to the benefit of Marquette and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, and any claim or cause of action may be brought only in the state or federal courts in Milwaukee County, Wisconsin.
5. I acknowledge that I have read and understand this Release and voluntarily accept its terms. If I do not accept one or more terms or cannot comply with the Policies, I will not sign the Release nor will I participate in this voluntarily/optional Activity. I acknowledge that Marquette may terminate my access to Campus Recreation spaces at any time in its discretion.

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**Participant's Signature**

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**Printed Name – Participant**

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**Date**

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**Signature of Parent/Guardian**

(if Participant is younger than 18 years old)

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**Printed Name - Parent/Guardian**

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**Date**