

Project Title: _____

DV#: _____

Exhibit 1

Release and Indemnity

In consideration for the receipt of the device(s) described and identified at Appendix A to this Release and Indemnity (the Devices), the undersigned, on behalf of himself or herself and his or her heirs, agents, successors, and assigns, does hereby release and forever discharge Marquette University, its Trustees, officers, agents, employees, students, and affiliated organizations from any and all actions, demands, claims, rights, losses, injuries damages, liabilities, and causes of action of whatsoever kind and nature, including but not limited to attorney's fees, arising out of or related to all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, resulting, and to result, from the undersigned's receipt or use of the Devices. This includes, but is not limited to, the use of the Devices by minor children listed by name below for whom the undersigned is a custodial parent, legal guardian, or otherwise legally responsible for the care of the minor children listed by name below and is undertaken by the undersigned in his or her personal capacity and in his or her capacity as custodial parent, legal guardian, or person legally responsible for the care of any minor children listed by name below who use the Devices.

Further, the undersigned, on behalf of himself or herself and his or her heirs, agents, successors, and assigns does hereby expressly agree to indemnify, save, and hold Marquette University, its Trustees, officers, agents, employees, students, and affiliated organizations, harmless from any and all actions, demands, claims, rights, losses, injuries, damages, liabilities, and causes of action of whatsoever kind and nature, including but not limited to attorney's fees, arising out of or related to all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, resulting, and to result, from the undersigned's receipt or use of the Devices. This includes, but is not limited to, the use of the Devices by minor children listed by name below for whom the undersigned is a custodial parent, legal guardian, or otherwise legally responsible for the care of the minor children listed by name below and is undertaken by the undersigned in his or her personal capacity and in his or her capacity as custodial parent, legal guardian, or person legally responsible for the care of any minor children listed by name below who use the Devices. In addition, the indemnified parties shall give the undersigned prompt notice of any duty and shall not enter into any settlement related to such duty without the written consent of the undersigned.

The undersigned acknowledges that the transfer of the Devices to the undersigned by Marquette University is being made for no consideration and would not have been made by Marquette University to the undersigned without the releases and indemnities set forth in this Release and Indemnity. The undersigned represents and warrants that the undersigned's execution of this Release and Indemnity is a free and voluntary act and made without coercion or inducement other than the undersigned's receipt or use of the Devices or the use of the Devices by minor children listed by name below for whom the undersigned is a custodial parent, legal guardian, or person legally responsible for the care of any minor children who use the Devices. Marquette University has not made and will not make any representations concerning the safety or efficacy of the Devices and disclaims any and all statements or representations to the contrary.

The undersigned further acknowledges that: (a) the construction or modification of the Devices was undertaken primary by, and at the direction of, Marquette University students and was based in part on input and information from the undersigned; (b) it is not possible to foresee or to anticipate all possible user conditions during the design process for the Devices and their modification; and (c) the Devices have not been designed, reviewed, or tested by professional engineers or in accordance with any applicable federal or state safety laws or regulations and, specifically, has not been reviewed or evaluated in any way

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by the United States Food and Drug Administration (FDA). Consequently, the undersigned agree that the safe and effective use of the Devices is solely the responsibility of the undersigned and that the undersigned expressly assumes all risk for any damage or injury by any person arising out of or related to the use of the Devices by any person.

The undersigned further agrees not to sell or to transfer any of the Devices to anyone else without the express written consent of an authorized representative of Marquette University and, upon the discontinuation of the use of any of the Devices, or the failure of any of the Devices to continue to operate as intended, the undersigned agrees to return the Device(s) to Marquette University at the undersigned's cost or expense.

Minor Child(ren) Authorized to Use Device: _____

Signed this _____ day of _____, 20__.

_____ (signature)
NAME

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public, State of Wisconsin
My commission expires on _____.