

RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
(For Participants Who Are Not Affiliated With Mount Mary College)

This Release, Waiver of Liability and Hold Harmless Agreement (“Agreement”) is signed by:

_____ (“Participant”), for the benefit of Mount Mary College, 2900 North Menomonee River Parkway, Milwaukee, Wisconsin, its District Board, its District directors, officers, employees, teachers, agents and insurers (collectively, the “Institution”). Participant is at least eighteen (18) years of age and competent to sign this document. If Participant is under eighteen (18), this document must be signed by Participant and Participant’s parent and/or legal guardian.

1.0 Participant wishes to participate in a field trip, club or other enrichment activity (“Activities”) associated with the Institution. Participant acknowledges that his/her participation in the Activities is completely voluntary.

2.0 As a requirement to participate in the Activities, Participant agrees to always exercise reasonable care with respect to his/her safety and the safety of others.

2.1 Participant understands that there may be dangers and hazards in the Activities which, under certain circumstances, may risk damage to property, bodily injury and even death. The Institution cannot and does not assume responsibility for such personal injuries or property damage.

2.2 Participant, for him/her self and any spouse, heirs, assigns, related individuals and related entities, **hereby waives, releases, absolves, discharges and agrees to hold harmless the Institution from any rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind whatsoever, known or unknown, suspected or claimed,** which Participant shall or may have in the future against the Institution arising out of, based on or related to Participant’s enrollment and participation in the Activities. **Participant will indemnify and hold the Institution harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the Institution having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Participant’s enrollment or participation in the Activities including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise.** This indemnification obligation and this Release, Waiver of Liability and Hold Harmless Agreement does not, however, absolve the Institution from any liability, damages, costs, disbursements and attorney fees incurred due to the Institution’s intentional or reckless conduct.

3.0 Participant has no health-related issues or problems that preclude or restrict Participant’s participation in the Activities. Participant agrees that the Institution is not responsible for attending to Participant’s medical or medication needs while engaged in the Activities. Participant assumes all responsibility therefore. If Participant is hospitalized or receives medical attention while engaged in the Activities, the Institution is not responsible for payment of such costs or for the quality of services provided.

4.0 The Institution does not act as agent for any transportation carriers, hotels, restaurants and suppliers of services during the course of the Activities. Participant understands that the Institution is not responsible or liable for injury, damage, loss, accident, delay or any irregularity which may be caused by transportation carriers, hotels, restaurants or any company or person providing or performing services related to the Activities.

5.0 Participant agrees to accept responsibility for loss or additional expense due to delays or changes in means of transportation, other services, sickness, weather, strikes, or unforeseen circumstances. Participant understands that the Institution assumes no liability for loss, damage, destruction or theft of Participant's luggage or personal belongings. If Participant becomes detached from the group, fails to meet a departure bus, airplane, train or car, or becomes sick or injured, Participant is responsible for reconnecting with the group and will bear all costs attendant thereto.

6.0 Should Participant have or develop legal problems with local authorities, Participant will attend to the matter personally with Participant's own personal funds. The Institution is not responsible for providing any assistance to Participant under such circumstances.

7.0 Because the Institution will not have its own medical personnel available during participation in the Activities, Participant authorizes the Institution to obtain necessary emergency medical treatment for Participant. Doing so will not cause the Institution to assume liability for any injury or damage arising out of emergency medical treatment.

8.0 Participant intends for this Release, Waiver of Liability and Hold Harmless Agreement to be binding on members of his/her family, spouse and, if Participant is deceased, it shall be deemed as a release, waiver, discharge, and covenant not to sue the Institution by the Participant's family and spouse, for any matter arising out of Participant's participation in the Activities. Participant executes this document for the full, adequate, and complete consideration of being allowed to participate in the Activities, fully intending to be bound by the same.

9.0 Participant agrees this Release, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under or incident to it, or the Activities. This Release, Waiver of Liability and Hold Harmless Agreement shall be in full force and effect for five (5) years from the date of signing.

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS
READ AND UNDERSTAND IT BEFORE YOU SIGN IT**

Dated this: _____

PARTICIPANT:

WITNESS (FC STAFF):

Signature: _____
Name (please print): _____

Signature: _____
Name (please print): _____

PARENT/LEGAL GUARDIAN (if applicable)

Signature: _____
Name (please print): _____

X:\clientb\067332\0010\A0763788.1

Mount Mary College Fitness Center Registration

Name _____

Fall Spring Summer

Address _____

New Registration Return Registration

City _____ State _____ Zip _____

Please indicate your Mount Mary College affiliation:

Home # _____ Cell # _____

Faculty/Staff No Fee

E-mail address _____

Alumnae \$90/semester

Male Female

Family of student or faculty/staff or alumna \$100/semester

No Mount Mary affiliation \$100/semester

Starting Date: _____ Fee: _____

Method of payment: cash check (*payable to Mount Mary College*) VISA MasterCard Exp. Date _____

_____ # Security Code _____

Cardholder's signature

(Last 3 digits in signature area on back of credit card.)

Mail to: Mount Mary College Attn: Kelsi Miller
 2900 N. Menomonee River Parkway
 Milwaukee, WI 53222-4597

Phone: (414) 443-3636

Fax: (414) 443-3643

Email: millerk@mtmary.edu

FOR OFFICE USE ONLY

Amount received \$ _____ Date received _____

Check Cash Credit