

CARTHAGE COLLEGE  
NON-EMPLOYEE ACTIVITY

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT

Carthage allows Participants to participate in certain Participant and club activities that are inherently dangerous in nature (“Activity”). As with any activity or program involving physical exertion, certain risks are inherent to personal health, safety and/or property therewith. It is Carthage’s policy that individuals will not be permitted to participate in the Activity unless he or she is willing to accept the associated inherent risks and execute this waiver of liability pertaining to those risks.

I, \_\_\_\_\_ (“Participant”), (or on behalf of my minor child) hereby acknowledge that I have (or may during this Academic Year) voluntarily elected to participate in the “Activity”, \_\_\_\_\_ (list) from \_\_\_\_\_ (dates), acknowledge that my participation and use is elective and voluntary. I further hereby acknowledge that I have permission to use, today and during this Academic Year, Carthage’s facilities (including The Tarble Arena) and those facilities the class has specifically obtained permission from the Carthage to use for the Activity. In consideration for being permitted by the Carthage to participate in the Activity which may include physical and inherently dangerous activities, I hereby acknowledge and agree to the following:

**PROMOTIONAL RIGHTS:** As a condition of my participation, I hereby grant Carthage the right to use, for promotional purposes only, any photographs of me taken by Carthage, its employees or agents, during my participation in the Activity. I further understand and agree that Carthage may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Activity.

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with Carthage’s policies and procedures. I further agree to abide by all the rules and requirements of the Activity and of the Tarble Athletic and Recreation Facility. I acknowledge that Carthage has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or at Carthage’s discretion

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Activity. I understand that as a Participant in the Activity, I will engage in physical activities that involve or may involve inherently dangerous activities in which I could sustain serious bodily injuries including serious injury to virtually all bones, joints, muscles, and internal organs, cardiac problems, brain damage, illness, damage, or even death as a consequence, and that protective equipment or preventative measures may be inadequate to prevent serious injury. These serious personal injuries and possible death may not only be a consequence of Releasees’ (as defined herein) actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

I knowingly and voluntarily assume all such risks, both known and unknown even if arising from the acts of the RELEASEES’ negligence, gross negligence or intentional misconduct and I assume full responsibility for my participation in the Activity.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby release, waive, discharge, and covenant not to sue Carthage, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at

Carthage's direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Activity, regardless of whether the injury, damage or death is solely caused but the RELEASEES' negligence, gross negligence, gross neglect or intentional misconduct.

I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

Carthage expressly disclaims liability for actions of third parties, which includes but is not limited to Participants, agents or volunteers who are not acting under the direction and control of Carthage. I, hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the, regardless of whether the injury, damage or death is cause by the RELEASEES or otherwise, unless the injury, damage or death is solely caused but the RELEASEES' negligence, gross negligence, gross neglect or intentional misconduct.

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Activity, I agree to defend and indemnify RELEASEES against such claims, demand, causes of action (known or unknown) against such claims, demands, causes of action, suits, and/or judgements of any and every kind (including attorney's fees) to the fullest extent permitted by law.

**PERSONAL MEDICAL INSURANCE:** I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Activity except for medical costs arising from an injury that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of Releasees' negligence, gross negligence or intentional misconduct

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I am physically and mentally fit to participate in the Activity and that I do not have any medical record of history that could be aggravated by my participation in the Activity. I further attest that I am physically and mentally fit to participate in the Activity, and that I am responsible for consulting with my health care provider towards this end.

**NON-EMPLOYEE STATUS:** I understand and acknowledge that in participating in the Activity, I am doing so independently and that I am not an employee or agent of the Carthage. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from Carthage for my participation in the Activity.

**MULTIPLE OCCURRENCES:** If this Activity involves multiple occurrences, those multiple occurrences are outlined in Attachment A. This waiver shall be applicable to any and all such occurrences.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Wisconsin.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Parent or Guardian)

\_\_\_\_\_  
(Printed Name of Parent or Guardian)

Received by:

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Carthage Official)

**EMERGENCY CONTACT FORM**

The information provided on this form will allow your emergency contact to be quickly informed in the case of an emergency and alleviate unnecessary concern. The information you provide is voluntary.

**Personal Details**

Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Person to Contact in an Emergency**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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## ATTACHMENT A

This Activity takes place multiple times throughout the academic semester or year. The schedule for these events at the time of the signing of this agreement is listed below. This schedule is subject to the CHANGE OF VENUE section of the agreement.

DATE	ACTIVITY NAME	VENUE	TRANSPORTATION METHOD