Liability Waiver

I UNDERSTAND THAT I AM BEING ASKED TO READ EACH OF THE FOLLOWING PARAGRAPHS CAREFULLY. I UNDERSTAND THAT IF I WISH TO DISCUSS ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, I MAY CONTACT: THE UW-WHITEWATER, RISK MANAGEMENT & SAFETY OFFICE, AT TELEPHONE NUMBER: (262) 472-5723.

Assumption of risks:
I understand that not all risks can be foreseen and there are some risks which are unpredictable. I understand that certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I am aware of the risks of participation, which include, but are not limited to, the possibility of physical injury, fatigue, bruises, contusions, broken bones, concussion, paralysis, and even death. I understand that I have been advised to have health and accident insurance in effect and that no such coverage is provided for me by the University or the State of Wisconsin. I know, understand, and appreciate the risks that are inherent in the above listed programs and activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Hold Harmless, Indemnity and Release:
In consideration of my participation in these activities, I, for myself, spouse, heirs, personal representatives, estate or assigns, agree to defend, hold harmless, indemnify and release the Board of Regents of the University of Wisconsin System, the University of Wisconsin-Whitewater, and their officers, employees, agents, volunteers, and all others who are involved, from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, or personal injury, or death which may result from my participation in the above-listed program. This release includes claims based on the negligence of the Board of Regents of the University of Wisconsin System, the University of Wisconsin-Whitewater, and their officers, employees, agents, and volunteers, but expressly does not include claims based on their intentional misconduct or gross negligence. I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.

Consent for Emergency Treatment:
I authorize the University of Wisconsin-Whitewater and its designated representatives to consent, on my behalf, to any emergency medical/hospital care or treatment to be rendered upon the advice of any licensed physician. I agree to be responsible for all necessary charges incurred by any hospitalization or treatment rendered pursuant to this authorization.

Photographs and Videos:
By applying for this event, registrants understand that the University may take photographs and/or videos of event participants and activities. Registrants agree that the University of Wisconsin - Whitewater shall be the owner of and may use such photographs and/or videos relating to the promotion of future events. Registrants relinquish all rights that may claim in relation to use of said media. Any shared with the University of Wisconsin-Whitewater on social media or use of its hashtags grants use of those media for any purpose.
Registrant Conduct:
Any misconduct by a registrant is grounds for immediate dismissal without a refund and/or refusal of participation in future events. Event Directors have final determination of registrant conduct. Participation in this event is voluntary. Participants who have been removed from previous events for conduct may be banned from participation in any future events.

University Property Damage:
Any damage to University property by registrants will be paid for by the registrant or the registrant’s guardians.

Field Trip Waiver:
My child has permission to participate in the field trip during their camp/clinic/event participation. I understand that this activity involves travelling off campus either by walking or vehicle transportation. I acknowledge that I have spoken with my child about my child’s need to comply with the specific rules and requirements established for this activity; all camp/University policies and procedures; participant code of conduct; and, state and federal regulations and laws.

I also understand that I have the ability to refuse to sign this form. In addition, that if I refuse to sign, my child will not be permitted to participate in the field trip.

I confirm that I have carefully read this CONSENT AND RELEASE and agree to its terms knowingly and voluntarily. I also confirm that I am the parent or legal guardian of the child. This consent and release has been read and is understood by me.