

WAIVER AND RELEASE

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THIS IS A WAIVER AND RELEASE OF CERTAIN LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

The undersigned student of Lawrence University of Wisconsin (hereinafter, "Lawrence University"), having applied to participate in the _____ Activity/Program (hereinafter, the "Program"), in consideration of the opportunity to gain certain access to facilities, equipment, and staff provided by Lawrence University for the participation in an intercollegiate and/or club sport Program, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. Release of Liability. I hereby forever release Lawrence University, its trustees, officers, faculty, employees, staff, directors, and any agents of any kind thereof (hereinafter, collectively the "Released Parties"), from any and all liability for any act or omission of any kind or character whatsoever arising from or out of my participation in the Program, including without limitation all costs, damages, claims or assertions of any kind with respect to which I or my family, estate, heirs, successors or assigns may claim against the Released Parties.

2. Release of Liability—Third Parties. I hereby forever release Lawrence University and the Released Parties from any and all liability for injury to myself or damage to or loss of my property caused by any acts or omissions of any kind or character whatsoever of: hotels and other residential facilities, common carriers, health care providers, restaurants and food service providers, educational organizations, fellow students participating in the Program, or other third parties related to, or connected in any way with the Program, including without limitation any costs, damages, claims or assertions of any kind with respect to which I or my family, estate, heirs, successors or assigns may claim against the Released Parties.

3. Assumption of Risk. I understand and hereby acknowledge, independently of any advice or representation made by Lawrence University, that participation in this program and especially traveling and residing off campus presents certain inherent risks beyond Lawrence University's control, and which may exist regardless of whether Lawrence University controls or attempts to control such risks. I am participating in the Program with this understanding and hereby knowingly and voluntarily assume all risks of injury, illness, death or damage to or loss of my property which may occur while traveling, working, studying, participating in, or otherwise engaging in any activities arising out of or related in any way to the Program. My participation in the Program is voluntary, and I understand and hereby acknowledge that I may discontinue my participation at any time in light of the risks I am assuming hereunder.

4. Establishment of Rules and Regulations. I agree that Lawrence University, through its Coaches and/or Program Director and/or such other officers, faculty, employees, staff or agents as Lawrence University deems necessary, shall have the authority to establish rules and regulations necessary for the operation of the sports program regarding the conduct of students participating in the Program. I further agree that I will follow, and be bound by all rules and regulations pertaining to my participation in the Program, and, if any determination is made by Lawrence University, its Coaches and/or the Program Director that my participation in the Program should be terminated or otherwise restricted or limited because of my:

(i) violation of such rules and regulations; (ii) disruptive behavior, or (iii) conduct which may jeopardize the Program's continuation or academic reputation, that such a determination will be final.

5. Insurance. I understand and hereby acknowledge that Lawrence University has no insurance coverage that will pay for, or reimburse me for, any expenses of any kind which I may incur for treatment of illness or injuries required while participating in or as a result of the Program. I hereby assume all responsibility for any such expenses, and expressly warrant and represent to Lawrence University that I have obtained, paid all applicable premiums for, and will be covered at all times during my participation in the Program, by the following medical insurance policy:

Policy No. _____

Issued by (Name of Insurer) _____

I understand the coverages, exclusions, and limitations of the foregoing medical insurance policy, have determined that they provide appropriate coverage in light of the risks I am assuming, and that such coverages, exclusions and limitations are acceptable to me. I agree to notify Lawrence University in writing of any changes to the above stated insurance information.

6. Authorization to Obtain Medical Care. I agree that, in the event that I am unable to request or give my consent to any medical treatment because of illness or injury, that the Program Director, Lawrence University or Lawrence University's employees or agents, may and are hereby expressly authorized to: (i) seek medical treatment on my behalf in case of emergency or other urgent circumstances; and (ii) provide the information regarding my insurance provided to Lawrence University in Paragraph 5, above, without incurring any liability, responsibility, or other obligation for the nature, character, and extent of such medical treatment, including without limitation financial liability for the payment of expenses incurred as a result of the treatment of my illness or injuries, and which I hereby acknowledge may exceed the benefits provided by the insurance policy described in Paragraph 5. I understand and hereby acknowledge that Lawrence University may not be able to contact my parents or legal guardians to approve or obtain their consent to my medical treatment. I further understand and hereby acknowledge that any liability of Lawrence University's arising from or out of its request for or consent to medical treatment necessitated by my illness or injury on my behalf is specifically included within the releases given in Paragraphs 1 and 2, above.

7. Legal Problems. I acknowledge and understand that should I have or develop legal problems while participating in the Program, I will attend to the matter personally with my own personal funds. Lawrence University is not responsible for providing any assistance under such circumstances.

8. Superseding Agreement. I agree that the terms and conditions of this Student Waiver and Release, and the acknowledgement made herein, shall supersede and take precedence over any other agreement, documentation, or representations, whether oral or in writing, regarding the subject matter of this Student Waiver and Release.

9. Governing Law, Forum and Severability. I further agree that this Student Waiver and Release 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 this Student Waiver and Release or the Program. The term and provisions of this Student Waiver and Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Student Waiver and Release, the validity of the remaining portions shall not be affected thereby.

10. Representations. I represent that: (i) I am an adult of ___ years of age, having been born on _____; (ii) I have the legal capacity to execute this agreement with Lawrence University and waive certain of my legal rights as provided herein; and (iii) I have read each paragraph and fully understand the terms and conditions of this Student Waiver and Release and have been provided with the opportunity to discuss it with my parents and/or legal guardian, Lawrence University, and/or anyone else of my choosing. A parent or legal guardian must execute this agreement on behalf of any student participating in the Program who has not attained the age of 18 as of the date of execution of this agreement.

Print full name of student (or parent or legal guardian) _____

Signature _____ Date: _____

ACKNOWLEDGEMENT BY PARENT OR LEGAL GUARDIAN

As parent(s) of the Student named above, I acknowledge that I am aware of the participation of our son/daughter in the _____ Program, and hereby confirm the representation made in Paragraph 5, above, that he/she will be covered by a valid policy of medical insurance as indicated at all times during his/her participation in the Program. I understand that Lawrence University has no insurance which would cover expenses incurred by our son/daughter as a result of medical treatment necessitated by illness or injury to our son/daughter, or damage to or loss of his/her property. I hereby agree to assume all financial responsibility for and pay all expenses incurred by our son/daughter as a result of medical treatment required by our son/daughter during his/her participation in or as a result of the Program, including expenses not covered by or which exceed coverage limitations of any applicable medical insurance, and will indemnify and hold Lawrence University harmless with regard to any such expenses advanced by it to secure timely medical treatment.

Print Full Name of Parent/Legal Guardian _____

Signature of Parent/Legal Guardian: _____ Date: _____

Print Full Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____ Date: _____