



**Participation Agreement for Rental Activities
Recreational Activity, Intramural Sports, Athletic Programs**

While participating in [Padre Serra Basketball Tournament / Practice](#) on Mount Mary University property, recreational activities, intramural sports and/or athletic programs may involve the risk of bodily injury, property damage, and other dangers associated with participation therein. Dangers may include, but are limited to, broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion and, in some cases, even death. Each Participant (defined below) of [Padre Serra Basketball Tournament / Practice](#) and/or the parent or legal guardian of the Participant in the recreational activities, intramural sports and athletic programs must acknowledge these risks and dangers, which are often inherent in both the activities themselves, as well as the training, preparation for, and travel to and from the site of the recreational activity, intramural sport or athletic event.

Each Participant being 18 years of age or older, and/or the parent or legal guardian of a Participant under the age of 18, who decides to participate in such activities is doing so voluntarily. It is the responsibility of each Participant, and/or the parent or legal guardian of the Participant, to make sure the Participant participates only in those activities for which s/he has the requisite skills, qualifications, preparation and training. Mount Mary University does not warrant or guarantee in any respect the competency or mental or physical condition of any individual Participant participating in an [Padre Serra Basketball Tournament / Practice](#).

As a condition of participation in [Padre Serra Basketball Tournament / Practice](#) on the Mount Mary University property, each Participant and/or the parent or legal guardian of a Participant is required to:

- 1) carefully review and acknowledge receipt of this Notice and the corresponding Release and Waiver of Liability and ask any questions of the University personnel if the Participant and/or the parent or legal guardian of a Participant is in any way uncertain of this document's intent and/or meaning.

RELEASE AND WAIVER OF LIABILITY

I, _____ (name/please print) am a [Padre Serra Basketball Tournament / Practice](#) Participant or the parent or legal guardian of

_____ (name/please print) ("Participant") who is, with my permission, a Participant in [Padre Serra Basketball Tournament / Practice](#). I hereby give approval for the Participant's enrollment and participation in this activity. I acknowledge and I have read the above Notice and understand and assume the risks associated with such participation. Participation in this activity is by choice and is completely voluntary.

Accordingly, for myself as Participant, or in my capacity as parent or legal guardian for the Participant, and for my spouse, my heirs, assigns, related individuals and related entities, I do hereby release, waive, absolve, discharge, and agree to hold harmless Mount Mary University, its Board members, trustees, officers, employees, agents, and insurers (collectively, the "University Released Parties") from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which Participant shall or may have in the future against the University Released Parties arising out of, based on, related to or connected with

As a Participant's enrollment and participation in the [Padre Serra Basketball Tournament / Practice](#), I also agree to indemnify and hold the University Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the University Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of Participant's enrollment or participation in the above-referenced [Padre Serra Basketball Tournament / Practice](#), but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and this Release and Waiver of Liability do not,

however, absolve the University Released Parties from any liability, damages, costs, disbursements and attorney fees incurred due to their intentional or reckless conduct.

I fully understand that if any fact with respect to which this Release and Waiver of Liability is executed is found hereafter to be other than or different from the fact in that connection now believed by me to be true, I expressly accept and assume the risk of such possible difference in fact and agree that this Release and Waiver of Liability shall be and remain effective notwithstanding such difference in facts.

COVENANT NOT TO SUE OR OTHERWISE TAKE ACTION: I covenant and agree that I will forever refrain from instituting, prosecuting, maintaining, proceeding on, assisting with or advising to be commenced a suit which arises out of, or may be, in whole or in part, based upon, related to or connected with released matters herein or any part of them.

CONSENT TO MEDICAL CARE AND TREATMENT: In the event that Participant is injured during [Padre Serra Basketball Tournament / Practice](#), I consent to treatment of Participant's injury by an athletic trainer or other professional employed by or otherwise under contract with the University, if needed, subject to the provisions of the above Release and Waiver of Liability. I authorize the University, if needed, at its discretion, to arrange for Participant's transport to a hospital or other medical facility for further medical attention. I understand and agree that the University is not responsible for transporting Participant to a hospital or medical facility that participates in my insurance/managed care plan.

REPRESENTATIONS AND WARRANTIES: I represent and warrant that I have the full power, capacity and authority to execute this document as the Participant, or as the parent or legal guardian of the Participant. I further represent and warrant that I understand the terms and provisions of this document and its nature and effect.

APPLICABLE LAW: This document is made, executed and entered into and shall be governed by the laws of the State of Wisconsin. I expressly consent to the venue and jurisdiction of the Wisconsin courts with respect to any dispute arising out of my participation in the above-referenced University sponsored recreational activity, intramural sport and/or athletic program.

THE PARTICIPANT, AND/OR THE PARENT/LEGAL GUARDIAN OF THE PARTICIPANT, UNDERSTANDS THAT BY SIGNING THIS DOCUMENT S/HE IS GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND HAS READ THE FOREGOING PROVISIONS OF THIS DOCUMENT CAREFULLY BEFORE SIGNING AND FULLY UNDERSTANDS THEM.

Name (please print): _____

Signature: _____

Date: _____

Name of Parent/Legal Guardian (if applicable): _____