

Waiver and Release for Tarble Athletic and Recreation Center

Important Information

Carthage College (herein referred to as the "INSTITUTION") is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The INSTITUTION continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for this program/activity must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or has recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

Photo/Video Policy

The INSTITUTION takes photos and video of participants using its facilities. By signing the waiver, you are giving permission to the INSTITUTION to use these photos and video in INSTITUTION publications and on our website and social media outlets. All photos and video are the property of the INSTITUTION.

Warning of Risk

All athletic, including water and recreational activities, are sports that challenge and engage the physical, mental and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including but not limited to drowning, head/brain injury and cervical spine injury. Understandably, not all hazards and dangers can be foreseen. The very nature of athletic and recreational related activities are hazardous and risky, including but not limited to fatigue and overexertion, heart attack, muscle strains, pulls, tears, joint injury, lower back, foot injuries and other illness, soreness. **Pool specific:** poor swimming skills, failing to avoid dangerous areas, horseplay, failure of lifeguards to locate victims and/or delay in emergency response time, diving or cannon-balling into shallow water and striking the bottom or side of the pool, poor supervision or instruction, lack of conditioning, becoming disoriented, striking other swimmers, defective or inadequate equipment, striking one's head on the bottom when using a diving block, slipping or falling on the deck or within the locker facility, chemical exposure and all other circumstances inherent to the sport of swimming, aquatic activities and aquatic facilities. In this regard, it must be recognized that it is impossible for the INSTITUTION to guarantee absolute safety.

Waiver and Release of All Claims and Assumption of Risk

Please read this form carefully and be aware that in signing up and participating in this program/activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this program/activity (including transportation services and vehicle operations, when provided).

- **I recognize and acknowledge that there are certain risks of physical injury to participants in this program/activity, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in this program/activity against the INSTITUTION including its trustees, officers, agents, volunteers, students and employees (hereinafter collectively referred to as "Releasees").**
- **I further agree to defend, indemnify, and hold the RELEASEES harmless against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of my participation (or my minor child/ward's participation) in this activity; but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are not caused by or result from INSTITUTION'S negligent acts(s) or omission(s). I have had the opportunity to negotiate the terms of this release.**
- **I have read and fully understand the above important information, warning of risk, photo/video policy, assumption of risk and waiver and release of all claims, and indemnification agreement. If registering online or via fax, my online or facsimile signature shall substitute for and have the same legal effect as an original form signature.**
- **I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Wisconsin.**

I HEREBY AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENTS. BY MY RSVP VIA ORGSYNC I HEREBY CERTIFY THAT I HAVE READ AND AGREE TO ALL OF THE ABOVE STATEMENTS.