

RELEASE FROM LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

We the above signed, are aware that participation in one or more intramural or club sports programs, or other athletic events or activities, at the Milwaukee School of Engineering (MSOE), or in which MSOE employees, students, staff and others participate (all such programs, events and activities, collectively called "Athletic Programs or Events"), is at our own risk and we irrevocably assume all risks of harm, damage, liability, injury and loss associated with, related to, or potentially arising from or related to, such participation. We understand that participating in any Athletic Program or Event can be a dangerous activity involving risk of injury and even death. We understand we are responsible for the cost of any and all medical services we may require as a result of participating in Athletic Programs or Events.

In consideration of MSOE's permitting us to engage in Athletic Programs and Events, including but not limited to, practicing and competing in such activities and traveling to or from such activities (hereinafter "participation" or "participating" in Athletic Programs or Events), we hereby fully and irrevocably release, waive and discharge MSOE, and its officers, directors, and employees ("Released Persons and Entities") from all liability to the above signed, above signed's personal representatives, assigns and heirs, for all loss, liability damages, or expenses whenever arising or discovered, and any claim or demands therefore, on account of or related to any injury to the person or property, or resulting in death of the above signed while the above signed is participating in Athletic Programs or Events, including injury, loss, or damages caused in whole or in part by the negligence of MSOE or the Released Persons and Entities, or any violation of the Safe Place Statute under Section 101.11 of the Wisconsin Statutes excepting only injury or death caused by intentional or reckless acts of the Released Persons and Entities.

We will indemnify, and at MSOE's request, defend, and save harmless MSOE and Released Persons and Entities for any loss, damages, or expenses incurred by Released Persons and Entities by reason of any third party claim for injury loss or damages to the above signed, which we have released, waived or discharged in this General Release of Liability.

In addition, the above signed irrevocably assumes all liability for, is responsible for, indemnifies, and at MSOE's request, defends and saves harmless MSOE and the Release Persons and Entities against any loss, liability, damage, or expense arising from any actual or claimed death or injury to any person other than the above signed, or actual or claimed damage to property, whether owned by the above signed, MSOE or third parties, including loss of use, which actually or allegedly results from any conduct, act or omission of the above signed, resulting from participation in Athletic Programs or Events.

Furthermore, we understand that MSOE disclaims responsibility for team or club members and others who travel to Athletic Programs or Events in vehicles not owned by MSOE. We assume all risks of driving ourselves and/or others to any Athletic Programs or Events. Similarly, we assume irrevocably all risks of riding with other team or club members, spectators, coaches or others to such activities in vehicles not owned by MSOE.

The above signed hereby irrevocably assume liability for, are responsible for, indemnifies, and at MSOE's request, defends and saves harmless MSOE and the Released Persons and Entities against any loss, damage, liability, or expense arising from or related to any actual or claimed death or injury to any person or any actual or claimed damage to property which actually or allegedly results from the above signed's transportation to or from Athletic Programs or Events in any vehicle not owned by MSOE. We hereby authorize the staff of MSOE to secure case history records, laboratory reports, diagnoses, x-rays, and other data covering this and/or previous confinements and/or disabilities. A photostatic copy of this authorization shall be deemed as effective and valid as the original document. We authorize MSOE Athletic Department to provide and secure medical assistance needed on behalf of the above mentioned.