



## **RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION for the privilege of being able to participate in the activities provided or sponsored by the Twin City Catholic Education System ("TCCES") and St. Mary Central High School ("SMC"), I, the undersigned, on behalf of myself, my spouse, the undersigned participant for whom I am parent and/or guardian, and our heirs, successors and assigns, agree to the following:

1. We hereby acknowledge and fully understand that the game of basketball is dangerous and involves the risk of serious injury and/or death. We understand that such risks and dangers cannot be eliminated without jeopardizing the essential qualities of the sport. These risks include, among other things: collisions with fans; collisions with other participants; collisions with a wall, the floor or other fixed objects; falling down; our own negligence and the negligence of others; and objects or unsafe conditions on the gym floor surface or surrounding area that may cause or contribute to injury. Some of the injury risks include, but are not limited to, less serious injuries such as abrasions, bruises, strains or sprains, and more serious injuries such as broken bones, dislocations and torn ligaments and muscles. The injury risks also include catastrophic injuries such as permanent paralysis or even death. We fully understand and appreciate these risks.
2. We hereby release, waive, discharge, and covenant not to sue TCCES and SMC and its directors, officers, members, agents, employees, participants, volunteers, coaches, assistant coaches, and any other person or entity affiliated in any way with or acting on behalf of TCCES and SMC (hereinafter collectively referred to as the "Releasees"). We intend to release, waive, and discharge all liability to the undersigned, for any and all loss or damage, to person or property, arising in any way out of our participation in the activities provided or sponsored by TCCES and SMC, whether caused by the negligence of any of the Releasees or otherwise.
3. We hereby agree to indemnify, defend and hold harmless each and every one of the Releasees from all claims, demands, or causes of action, for injuries or damages sustained by us which are in any way related to our participation in the activities provided or sponsored by TCCES and SMC.
4. We expressly agree and promise to accept and assume all risks inherent in the activities provided or sponsored by TCCES and SMC. Our participation in these activities is purely voluntary and we choose to participate in spite of the known risks.
5. We hereby certify that we have adequate medical insurance or other appropriate financial means to cover any injury or damage which the participant may suffer. We further certify that the participant has no medical or physical condition which could interfere with or pose a risk to his or her safety, or alternatively, we are willing to assume – and bear the cost – of all risks that may be created, directly or indirectly, by any such condition.
6. We hereby agree that this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and negligent instruction and training, and is intended to be as broad and inclusive as is permitted by the laws of Wisconsin. If any portion of this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**WE HAVE READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND FULLY UNDERSTAND ITS TERMS. WE AGREE THAT WE HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO US. WE INTEND OUR SIGNATURES TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**