

**WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration of being permitted to enroll and participate in the BRODHEAD AREA CHILDREN'S KLUB program to be conducted on Brodhead School District (District) premises. To participate in the aforementioned program for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the aforementioned program, without respect to location, the undersigned hereby agrees to the following:

1. The undersigned hereby releases, waives, discharges, and covenants not to sue Better Brodhead, Brodhead Area Children's Klub, or the Brodhead School District (hereinafter referred to as "Releasees") from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any loss or damage and any claims or demands therefor on account of injury to the person or property or resulting in the death of the undersigned, whether caused by the negligence of Releasees or otherwise while the undersigned is in, upon or about the premises or any facilities or equipment therein, or participating in any program affiliated with the district without respect to location.

2. The undersigned hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the district premises or in any way observing or using any facilities or equipment of the district or participating in any program affiliated with the district, whether caused by the negligence of the Releasees or otherwise.

3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of Releasees or otherwise while in, about, or upon the premises of the district and/or while using the premises or any facilities or equipment thereon, or participating in any program affiliated with the B.A.C.K program.

4. The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5. The undersigned has read and voluntarily signed the release and waiver of liability and indemnity agreement and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. Dated:

\_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**For Parents/Guardians:**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees and, for myself, my heirs assign, and next of kin, release and agree to indemnify the Releasees from any and all liability incident to my minor child's involvement or participation in the above program, even if arising from the negligence of the Releasees. This release includes the release of all costs for medical treatment for which I and my spouse are responsible.

Dated: \_\_\_\_\_ Print Name: \_\_\_\_\_

Parent/Legal Guardian Signature \_\_\_\_\_