

**MILWAUKEE SCHOOL OF ENGINEERING (MSOE)
WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY GUEST AGREEMENT**

Waiver: In consideration of permission to use, through the summer of 2024, the property, facilities, equipment, and services of the Milwaukee School of Engineering (MSOE), I, for myself, my heirs, personal representatives or assigns, do **hereby release, waive, discharge, and covenant not to sue** MSOE, its employees, agents and governing Board **from liability from any and all claims including the negligence of the Milwaukee School of Engineering** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation and use of facilities, premises, or equipment.

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| /_____/_____ Signature of Parent/Guardian (if guest is under 18) Date | /_____/_____ Signature of Guest Date |
| _____ (print name) | _____ (print name) |

Assumption of Risks: The use of MSOE property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. MSOE has facilities for and provides for activities such as housing, social events, food services, personal fitness, community outreach, clinics, classes, and camps. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage.

The specific risk vary from one activity to another, but the risk range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment 2) major injuries such as joint or back injuries, heart attack, head injuries, and psychological trauma 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by MSOE. I hereby **assert that my participation is voluntary and I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD MSOE, its employees, agents, and governing Board HARMLESS from any and all claims, actions, suits, procedures, cost, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement at MSOE and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law 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.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, **and understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be complete and unconditional release of all liability** to the greatest extent allowed by law.

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|---|--|
| /_____/_____ Signature of Parent/Guardian (if guest is under 18) Date | /_____/_____ Signature of Guest Date |
| _____ (print name) | _____ (print name) |

Participant’s Age (if minor) _____