

**PARENTAL CONSENT
AND
WAIVER OF LIABILITY AND INDEMNIFICATION**

I, the undersigned parent(s)/legal guardian(s), represent that I am the parent and/or legal guardian of _____ (hereinafter "Student") and hereby consent to Student's participation in

and related events and activities (hereinafter the use of a pool and weight room "Activity"). Further, in consideration of the Student being allowed to participate in the Activity the undersigned(s):

1. Acknowledges and fully understands that there is a risk of serious injury associated with the use of a swimming pool, recreational room, and weight room by Student and also with the Student's participation in the Activity, including permanent disability and death, and severe social and economic losses which might result not only from the Student's own actions, inactions or negligence, but the actions, inaction or negligence of others, including Diocese of Madison and Bishop O'Connor Catholic Center. Further, I acknowledge and agree that there are numerous risks associated with the use of a swimming pool, recreational room, and weight room or participation and engagement in the Activity not known to me and not reasonably foreseeable at this time which may arise including, but not limited to, risks of falling, impact with other persons or objects and equipment failure or malfunction. I further recognize that all such risks cannot be described as part of this document. Accordingly, if I believe I need more information regarding the Activity before waiving liability and agreeing to indemnify the Bishop O'Connor Catholic Center and the Diocese of Madison as described below, I agree that I will seek additional information or refuse to allow Student to participate in the Activity.

2. Assumes all of the foregoing risks associated with Student's use of a swimming pool, recreational room and weight room participation and engagement in the Activity and accept personal responsibility for all damages following such injury, permanent disability, death or other risk not reasonably foreseeable.

3. *Intending to legally bind myself, my representatives, successors and assigns, I hereby release The Bishop O'Connor Catholic Center and The Diocese of Madison and its board of directors, trustees, officers, employees and agents collectively the "Releasees" from liability, and waive all claims and demands of every nature or kind, including claims of negligence on the part of the Releasees, on account of injury to or death of the Student or damage to or loss of the Student's property, arising or resulting from the Student's participation in the Activity. I understand that by waiving rights against the Releasees as described above, I am giving up the right to seek all legal remedies which might otherwise be available to me including, but not limited to, monetary damages, damages for emotional suffering, damages for loss of companionship, medical or other expenses, and attorney's fees.*

Intending to legally bind myself, my representatives, successors and in exchange for the Student being allowed to participate in the Activity, I agree to indemnify and hold harmless the Releasees against all losses, damages, monetary awards and expenses, including attorney's fees, incurred in connection with any and all claims, including claims of negligence on the part of the Releasees on account of injury to or death of the Student, his/her representatives, successors or assigns against the Releasees on account of injury to or death of the Student or damage to or loss of the Student's property, arising or resulting from the Student's participation in the Activity from time to time and from place to place. I understand that by agreeing to indemnify the Releasees, I am agreeing to pay for all monetary damages awarded against and costs incurred by the Releasees in the event that I or the Student, his/her representatives, successors or assigns were to pursue claim(s) against the Releasees.

I CERTIFY THAT I GIVE PERMISSION TO THE STUDENT TO PARTICIPATE IN THE ACTIVITY STATED ABOVE AND CERTIFY THAT I HAVE READ AND UNDERSTAND THIS WAIVER OF LIABILITY AND INDEMNIFICATION, THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL OBLIGATIONS BY SIGNING IT, AND THAT I SIGN IT FREELY AND VOLUNTARILY.

Dated: _____

(Signature(s) of Parent(s) or Legal Guardian(s))

Dated: _____

(Signature(s) of Parent(s) or Legal Guardian(s))

If no second parent or guardian, please specify.

(Print Name of Student or if Student is over 18 Student must sign as well)