



Participant Consent and Liability Release Agreement

This Participant Consent and Liability Release Agreement (“Release”) is made by and among the individual listed below (“I” or “me”), NX Level Sport Performance, LLC (“NX Level”) and Froedtert Health, Inc. (“Froedtert”).

In consideration of my being permitted by NX Level and Froedtert to use the sports performance and training facility (“Facility”) located at the Froedtert & The Medical College of Wisconsin Mequon Health Center and participating in any program offered by NX Level Sport and Froedtert at the Facility, including lessons or training, I agree to this Release and I make the following representations:

- I hereby acknowledge the inherent risks in athletic training, including movement on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls or equipment, bad decision making, inattention of others, misuse or failure of equipment, equipment which may have become loose or damaged, and accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of training and I agree that said list in no way limits the extent or reach of the Release.
- I voluntarily agree to assume all risk of personal injury that may occur while I am participating in any event or program at the Facility, whether or not under supervision of NX Level or Froedtert personnel. I hereby acknowledge and intentionally waive and release any and all claims or causes of action which might arise from my use of the Facility.
- I am in good health and have no known physical limitations which would affect my participation in any activity within the Facility. I agree to pay attention to the state of any equipment I may use, and to advise NX Level or Froedtert staff members if I do any damage or notice damage or problems. I certify that I have read the posted rules, and accept responsibility for failure to abide by these rules. If the NX Level or Froedtert staff makes a specific request of or instruction to me, I agree to comply.

I waive, release, and discharge from any and all liability for my death, disability personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me, the following parties: NX Level, Froedtert and their respective directors, officers, representatives, affiliated companies, successors, assigns, employees, agents, volunteers, Facility providers, and other participants of programs at the Facility.

I waive all rights to sue NX Level or Froedtert in connection with the use of the Facility or this Release to the extent permitted by law.

I agree that NX Level and Froedtert shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages, resulting from my participation in programs held at the Facility.

This Release is effective and binding upon me and upon my assigns, heirs, representatives, guardians and administrators. If under the age of 18, this Release is signed by a parent/guardian of the minor, and the undersigned waives any and all claims in the event of any injury to the undersigned or minor.



I understand that this Release is a contract, I expressly state that I have read, understand, and am familiar with all its provisions and that I sign it of my own free will.

Name: _____ Date: _____

Signature: _____ Birthday (Age): _____

Parental/Guardian Consent

If the participant identified above is less than 18 years old, the following section must be completed by the participant's parent or legal guardian:

I hereby certify that I am the parent or legal guardian of the participant named above. On behalf of the participant, participant's parents or guardians, heirs, estate, insurers, assigns and anyone else who may make any claim for or on behalf of participant, I hereby agree: (1) to all the above terms and will cause participant to comply with all the above terms; (2) to hold harmless NX Level and Froedtert in connection with any loss, damage or injury arising out of this Release and participant's participation in the programs held at the Facility. I will be bound by the provisions above as a condition of my child participating in such programs.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS.

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____