Must be signed and brought to the
Build My Future Event on
Tuesday, April 18th, 2023.

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

IN CONSIDERATION for the opportunity to spend a day in the construction industry at the Build My Future Construction Career Day & Industry Showcase hosted by the La Crosse Area Builders Association ("LABA"), which includes a hands-on interactive showcase including, without limitation, educational displays, equipment operations, using construction tools, and learning labs, the undersigned participant, and if participant is a minor, each parent and/or legal guardian:

1. HEREBY WARRANTS AND REPRESENTS that: (i) he or she understands that the particular activities which he or she may undertake may involve hands-on interactive learning labs, equipment operation, use of construction tools, and other construction activities (the "Activities"); (ii) he or she understands that the Activities may or may not be supervised by LABA employees; (iii) he or she understands that LABA is not a health care facility and emergency care may not be immediately available in the event of an injury or health event during the Activities; and (iv) he or she is in sufficient physical condition and is physically able to undertake all the Activities and to participate in the Activities; has no disability, impairment or ailment preventing him or her from active or passive involvement, or that will be detrimental to his or her health, safety, comfort or condition if he or she does so engage or participate. _____ [initial]

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE LABA or any subdivision, subsidiary, or affiliate thereof, and each of them, their directors, contractors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY, TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES OCCURRING WHILE PARTICIPATING IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES). _____ [initial]

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST he or she may incur arising out of or related to THE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).
_____ [initial]

4. HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to THE ACTIVITIES whether caused by the NEGLIGENCE OF RELEASEES or otherwise (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES), and furthermore acknowledges, pursuant to the recreational activities statute, Wis. Stat. § 895.525, that he or she has a responsibility to act within the limits of his or her ability, to heed all warnings regarding participation in the recreational activity, to maintain control of his or her person and any applicable equipment or devices, and to refrain from acting in any manner that may cause or contribute to death or injury for himself or herself or to other persons.
_____ [initial]

5. HEREBY acknowledges that prior to signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, he or she had the opportunity to contact a representative of LABA to discuss and/or bargain regarding any of the terms set forth herein.
_____ [initial]

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____ _____ _____
Participant's Printed Name Participant's Signature Date

_____ _____
Participant's Parent/Legal Guardian Signature * Participant's Parent/Legal Guardian Printed Name

_____ _____
Participant's Parent/Legal Guardian Signature * Participant's Parent/Legal Guardian Printed Name

_____ _____
High School Graduation Year

*ALL parents/legal guardians must sign if Participant is under age 18.