

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

Event: \_\_\_\_\_ (the "Event")

Participant's Name (Please print): \_\_\_\_\_ (the "Participant")

Participant's Age: \_\_\_\_\_

In consideration for permitting Participant to participate in any way in the Event, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

**Assumption of Risk:** The undersigned hereby acknowledge and agree that they understand the nature of the Event, that Participant is qualified, in good health, and in proper physical condition to participate therein: that there are certain inherent risks and dangers associated with the Event; and that except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of or occur during, Participant's participation in the Event.

**Release and Waiver:** The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Northwest Chapel and its member institutions, and all event sponsors, event charities, and, if applicable, owners and lessors of premises on which the Event takes place, and each of them, their officers, board members, employees and volunteers (collectively, the "Releasees") from and for any liability resulting from or arising out of any personal injury, bodily injury, accident or illness (including death), and/or property loss, however caused by, arising from, or in any way related to Participant's participation in the Event, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**Indemnification and Hold Harmless:** The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including but not limited to, attorney's fees, caused by, arising from, or in any way related to, Participant's participation in the Event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**Severability:** The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** The undersigned have read this assumption of risk, release and waiver of liability agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

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Signature of Participant

Date

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Signature of Parent/Guardian of Minor  
(If Participant is under the age of 18)

Date

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