

PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY

This is a legally binding Release executed by _____ [Full legal name of Participant] (“Participant”) whose address is _____, and by _____ [Full legal name of Participant's Parent or Guardian **if Participant is a minor**] whose address is _____, releasing The University of Toledo.

We, the undersigned, request that Participant be granted permission to participate in [Name of Activity] at [Location] on [Date], which may include, but is not limited to [Describe nature/elements of activity] (“Activity”). We understand the risks inherent in said Activity, which may include but are not limited to bodily injury, death, or property damage. We further acknowledge that some risks are unforeseeable and that it is not possible to list every possible risk on this Release. It is understood that the *safety of the Participant depends on the Participant’s own good judgment, adequate preparation, and constant attention. We understand that safety is the responsibility of the Participant.* We hereby expressly assume all of the risks of injury, death or property damage that may result by reason of participation in these Activities.

In consideration of my being permitted to participate in the Activity, **we do hereby release, waive, forever discharge, and covenant not to sue the State of Ohio, The University of Toledo, its governing board, officers, agents, employees, and any students acting as employees (“Releasees”)**, from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which I may have or which may hereafter accrue to myself, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by the Participant or by any property owned by Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the activity, or any adjunct to the activity, occurs or is being conducted. It is our express intent that this release and hold harmless agreement shall bind the members of my family, estate, heirs, administrators, personal representatives or assigns.

We understand and agree that the University’s insurance may not cover any injury or loss sustained during said Activity and that Releasees may not have medical personnel available at the location of the Activity. We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. We understand and agree that Releasees assume no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment. Any cost associated with emergency medical treatment will be the responsibility of the Participant.

In signing this Participating Agreement and Release of Liability form, we acknowledge that we have reviewed and understand what the above means and that this document is signed as a free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement have been made. We further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result an injury to me. We further agree that this Release shall be construed in accordance with the laws of the State of Ohio.

I, [for minors:] Participant's Parent/Guardian further state that I am Participant’s ___Parent ___ Guardian, and that I am fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending for myself, for Participant and Participant’s family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

STUDENT/PARTICIPANT

(Signature) Date

Only necessary if minor: PARENT OR GUARDIAN

(Parent’s or Guardian’s Signature) Date