



## **Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement**

This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (this “Release Agreement”) is to certify that I, either as a Participant or as parent or guardian with legal responsibility for a minor child or ward who is a Participant (hereinafter “Participant”) in activities at the Everts Center ( the “Facility”) for the benefit of the directors, organizers, stakeholders, and volunteers of the Facility, including but not limited to, Everts Center and RoundTown as One, sponsors, volunteers, coaches, participants, and staff (the “Releasees”, acknowledge that the Participant will be voluntarily engaged in activities at the Facility.

**Assumption of Risks:** I further acknowledge that participation in activities at the Facility may be inherently dangerous due to numerous factors, including, but not limited to, my medical or physical condition, the action or inaction of other Participants, and the condition of the Facility, and can cause serious or grievous injury, damage to personal property, and death and that Participant recognizes and assumes the risk, whether foreseeable or not reasonably foreseeable, including all risks associated with the transmission of Covid-19. This assumption of risk shall be considered the broadest extent possible as allowable by law.

PARTICIPANT IS AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATION IN ACTIVITIES, INCLUDING RISKS ASSOCIATED WITH COVID-19, AND FREELY ACCEPTS AND FULLY ASSUMES ALL SUCH RISKS, DANGERS, AND HAZARDS AND POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

**Covid-19:** I am aware that participation at the Facility may be during the Covid-19 pandemic. Covid-19: the novel coronavirus (Covid-19) has been declared a worldwide pandemic by the World Health Organization (WHO). Covid-19 is extremely contagious and is believed to spread mainly from person to person contact, and those engaged in activities are not immune from Covid-19 or the associated risks thereof, including illness and death.

**Release of liability, waiver of claims and indemnity agreement:** In consideration of the Releasees agreeing to allow Participant to participate in activities, Participant hereby agrees as follows:

1. To waive any and all claims that Participant has or may in the future have against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense, injury, or death that Participant may suffer or that Participants next of kin may suffer, as a result of Participant participating in activities, due to any cause whatsoever, including negligence or the breach of any statutory or other duty of care owed, on the part of the Releasees, and further including the failure on the part of the Releasees to safeguard or protect participants from the



risks, dangers, and hazards of participating in Activities, including all risks associated with the potential of transmission of Covid-19.

2. To hold harmless and indemnify the Releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from Participants participation in the activities.
3. This Release Agreement shall be effective and binding upon Participants heirs, next of kin, executors, administrators, assigns and representatives, in the event of Participants death or incapacity; and
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the state of Ohio.

In entering this Release Agreement, Participant is not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the activities or the condition of the Facility, other than what is set forth in this Release Agreement.

I confirm that I have read and understood this Release Agreement prior to signing it, that I have signed this Release Agreement freely, voluntarily, and under no duress or threat of duress. I am aware that by signing this Release Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

**Media:** Further, I consent to the posting of my child's photograph on the RoundTown as One and Everts Center websites, or other social media.

Participant Printed Name \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date \_\_\_\_\_

Minor Child or Ward's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Parent/Guardian Printed Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_