

## **ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH \_\_\_\_\_ [INSERT NAME OF EVENT] taking place on Austintown Local School District property, which may include myself or my child, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this voluntary activity, I hereby covenant and agree on behalf of myself and/or my child, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I UNCONDITIONALLY FOREVER WAIVE, RELEASE, AND DISCHARGE from any and all claims, demands, actions, causes of action, suits, debts, charges, complaints, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, in law or in equity, arising from or connected with or in any manner pertaining to physical injury, emotional distress, loss of services or consortium, loss of life or property loss or damage arising out of, in connection with, and/or related to any and/or all participants' participation in the activity and/or any activities incidental thereto, whether caused by the negligence of the Austintown Local School District or otherwise. I hereby voluntarily release and waive any and all claims that may be made by any and/or all participants, and/or the participant's family, estate, heirs, administrators, executors, assigns, agents and/or personal representatives against THE FOLLOWING ENTITIES OR PERSONS: The Austintown Local School District (ALSD), its agents or affiliates, including their Board members, directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers, coaches;
  
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities, claims, actions, suits, or damages and/or losses of whatsoever nature sustained and/or incurred as a result of participation in this activity, whether caused by the negligence of release or otherwise as well as any losses, costs and attorney's fees incurred in responding to any such claim.

I acknowledge that ALSD, and the entities and persons mentioned above are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity. I agree that any such expense will be my obligation and I, release, indemnify and hold the ALSD and its agents or affiliates harmless from and for any and all such expense.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

This Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law and agree that if any portion is held invalid, the remainder of the Accident Waiver and Release of Liability Form will continue in full force and effect.

IN SIGNING BELOW, I ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OLD, FULLY COMPETENT TO ENTER INTO THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM. I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I ALSO ATTEST THAT I HAVE FULL AUTHORITY TO CONSENT ON BEHALF OF EACH AND ALL PARTICIPANTS.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Name (Please print legibly)

\_\_\_\_\_  
Age

\_\_\_\_\_  
Parent/Guardian Signature  
(If under 18 years old, Parent or Guardian must also sign.)

\_\_\_\_\_  
Date