

2020 PARTICIPATION AGREEMENT

Event: _____ ("Event") Event Date: _____

Participant's Name (Please print): _____ ("Participant") Participant's Age: _____

In consideration for permitting Participant to participate in the University of Findlay ("University") Event, the undersigned, for himself/herself, and for his/her respective heirs, personal representatives and assigns, agree as follows:

Assumption of Risk: The undersigned hereby acknowledges and agrees that he/she understands 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 RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the University, its Trustees, officers, agents, employees, contractors, students, and volunteers (collectively, "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, 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 a Releasee, as applicable.

Indemnification and Hold Harmless: The undersigned also hereby agrees 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, 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.

Permission to Use Likeness/Name: The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in promotional materials, regardless of media form, promoting the University, events and activities, including those of its representatives and licensees.

Emergency Medical Authorization/Consent: In the event of illness or injury of Participant, the University shall first attempt to contact Guardian at the number listed below. If such attempt is unsuccessful, the undersigned hereby gives consent to have any treatment deemed necessary for such illness and/or injury by a licensed physician or dentist and further consents to the transfer of the Participant to Blanchard Valley Hospital, if necessary. The undersigned understands and agrees that the University assumes no liability or responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

Please list any pertinent medical issues of the Participant to which a physician should be alerted, including without limitation allergies, medications being taken, and physical impairments: _____

Severability: The undersigned expressly agrees 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.

Acknowledgment of Understanding: The undersigned has read Participation Agreement, has had the opportunity to ask questions about the Participation Agreement, and understands its terms. The undersigned further understands he/she is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledges that he/she is signing this agreement freely and voluntarily.

Signature of Participant (if Participant is over the age of 18)

Date

Parent or Guardian's Name (printed)

Parent or Guardian's Address & Phone Number(s)

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

Date

If additional copies are needed, please copy on white paper only.

6/4/2019