

UNIVERSITY OF FINDLAY PARTICIPATION AGREEMENT

PLEASE PRINT ALL INFORMATION

Event (“Event”): _____

Event Date: _____

Participant’s Name (“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 a local 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 medical issues of the Participant to which a physician should be alerted in an emergency, such as allergies, current medications, and other conditions that may be relevant for emergency treatment:

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.

Agreement to Follow Rules and Directives: The undersigned acknowledges the rules applying to the Event and agree to abide by those rules, for the safety and enjoyment of the Participant and others at the Event. Additionally, the undersigned agree to comply with the reasonable directives of University personnel and volunteers in accordance with the Event. The undersigned agree and understand that failure to do so may result in the Participant being subject to discipline, being removed from the Event, and/or potentially sent home at the sole expense of the undersigned, at the discretion of the University.

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.¹ Minor Participants must have their parent(s)/guardian(s) sign this form.

Signature of Participant	Date	Participant's Phone #
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As a parent/guardian on behalf of the above-named minor, I have read the above University of Findlay Release Form for External Program Participants and I understand and agree to the terms and conditions stated herein. I further indemnify and hold harmless the state of Ohio, the University of Findlay, its Board of Trustees, officers, agents, employees, invitees, volunteers, and students for any action brought against the state of Ohio, University of Findlay, its Board of Trustees, employees, agents, and volunteers by the above-named Participant, including but not limited to an action brought by him or her upon reaching the age of majority. I warrant that I am authorized to execute this document on behalf of the above-named minor.

Signature of Parent/Guardian of Minor	Date	Parent/Guardian Phone #
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¹ If additional copies of this Participation Agreement are needed, please copy on white paper only.