



## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

IN CONSIDERATION OF THE OPPORTUNITY FOR MY CHILD TO PARTICIPATE IN THIS ACTIVITY, I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, 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 my child is physically fit, has sufficiently prepared or trained for participation in this activity, and has 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 child's 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 child's actions and responsibilities at said activity.

In consideration of my application and permitting my child to participate in this activity, I hereby act for myself, my child, my executors, administrators, heirs, next of kin, successors, and assigns. I, individually and also as parent and guardian of the minor listed below:

(A) do hereby release and forever discharge The City Of Fairfield, Ohio, their affiliates, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers, any property owner upon which the Activity is administered, or any of their affiliated organizations, or either of their officers or directors collectively or individually, or the supplier of any materials or equipment that is used for the Activity, or any of the volunteer workers, (Released Parties) for the injury or death to said minor or damage to property, however caused, arising from said minor's participation in the Activity. In addition, I WAIVE, RELEASE, AND DISCHARGE the Released Parties from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity,

(B) agree to INDEMNIFY, DEFEND, HOLD HARMLESS, AND PROMISE NOT TO SUE the Released Parties for any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of the Released Parties or otherwise.

I acknowledge that The City of Fairfield, their affiliates, officers, volunteers, representatives, and agents 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 understand while participating in this activity, my child and 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.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

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|--|------|--------------------|-----|
| Parent/Guardian (Please print legibly) | Date | Participant's Name | Age |
|--|------|--------------------|-----|

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|---------------------------|------|
| Parent/Guardian Signature | Date |
|---------------------------|------|