

**Release and Waiver of Liability, Assumption of  
Risk  
And Indemnification Agreement as to  
Participant**

Name of Participant: \_\_\_\_\_

Address/Phone Number: \_\_\_\_\_

This Release and Waiver of Liability, Assumption of Risk and Indemnification Agreement ("Agreement") is signed by or on behalf of the above-named person (the "Participant"). I request that Otterbein University (the "University") give permission to Participant to come onto University's campus, including grounds and facilities on or around the Rike Physical Education Center and/or Clements Recreation & Fitness Center ("Facilities"), to participate in activities ("Event Activities") on\_(the Event Date(s)) organized, supervised and run by\_\_\_\_\_(the "Event Organizer"). I agree that I am solely responsible for arranging appropriate supervision of the Participant by individuals that are not part of the University, which includes any supervisors supplied by the Event Organizer and any other persons. I agree the University, its trustees, officers, employees, volunteers and agents (collectively as the "Releasees") shall not be responsible for supervising the Participant. I agree that such supervisor(s) and Participant are responsible for following any policies and rules that the University may have, and that the Releasees assume no responsibility for ensuring that such supervisor(s), Participant and other persons follow University policies and rules.

I understand that the Facilities contain heavy equipment, exercise equipment, athletic equipment and gear, moving vehicles and equipment on or about the Facilities, stationary and moving persons participating in various athletic and other activities on or about the Facilities, and other potential hazards on or about the Facilities. I acknowledge that the Participant's being around or near such hazards may result in injury, death or loss to persons, including the Participant.

As a result of all such risks, I understand that the Participant and his or her family members may incur damages, including severe and permanent injuries', death, pain, suffering, emotional distress, loss of consortium as to family members and legal guardians, medical expenses, loss of income, loss of earning capacity, property damage and other damages (collectively as "Damages").

I understand that neither the actions of the Participant nor the actions of any other person can necessarily be controlled, and that the safety of Participant and his or her property cannot be guaranteed while on or at the Facilities. I have discussed these risks with the Participant who understands them to the extent possible given his or her age and abilities, and who wishes to participate in Event Activities despite the risks.

**On behalf of the Participant, myself, and all other legal guardians of the Participant, and in consideration for Participant's being allowed to come onto the University's campus, including the Facilities, and participate in Event Activities, I agree to the following: I, THE PARTICIPANT AND THE PARTICIPANT'S LEGAL GUARDIANS ASSUME ALL RISKS DESCRIBED HEREIN. I, THE PARTICIPANT AND THE PARTICIPANT'S LEGAL GUARDIANS agree to RELEASE, WAIVE, INDEMNIFY, HOLD HARMLESS AND COVENANT NOT TO SUE, THE RELEASEES FROM ANY AND ALL CLAIMS FOR DAMAGES, INCLUDING but not limited to ANY DAMAGES ARISING FROM ANY RELEASEE'S NEGLIGENCE, THAT THE PARTICIPANT AND/OR ANY OF HIS OR HER LEGAL GUARDIANS MAY HAVE, except that an individual Releasee shall not be released from his or her willful or wanton misconduct. The provisions in this agreement are contractual, and shall be in addition to, and not limited by, any immunity, limitation of liability, waiver or assumption of risk conferred by statute or common law.**

I certify that the Participant has no physical limitation, conditions or disabilities that would unreasonably increase the Participant's personal risk or inhibit the Participant's ability to participate in the Event Activities.

I acknowledge that this Agreement is intended to be as broad and inclusive as permitted by laws of the State of Ohio, and that if any portion thereof is held invalid, it is my intention that the balance shall, notwithstanding, continue in full legal force and effect, that the terms of the Agreement are contractual and not a mere recital.

**Signed by Visitor (if he or she is age 18 or older and legally competent to enter agreements), or a legal guardian of Visitor authorized to sign on behalf of Visitor and all of Visitor's legal guardians (if Visitor is under age 18 or not legally competent to enter agreements):**

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

Printed Name: \_\_\_\_\_ Relationship to Participant: \_\_\_\_\_