

In consideration of the risk of injury while participating in tumbling/gymnastics/cheerleading, and as a consideration for the right to participate in the activity, I hereby, for myself, my heirs, executors, administrators, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the activities. I hereby release and forever discharge Heart of Ohio Athletics, located at 5780 OH-13 Bellville, OH 44813, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result in my participation in the aforementioned activity, including traveling to and from an event related to this activity.

I am voluntarily participating in the aforementioned activity at my own risk. I am aware of the risks associated with traveling to and from as well as in the participation of the activity which may include but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), and death. I understand that these outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity.

I agree to indemnify and hold harmless Heart of Ohio Athletics against any and all claims. Suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Heart of Ohio Athletics incurs any of these types of expenses, I agree to reimburse Heart of Ohio Athletics.

I acknowledge this activity may involve a test of a persons' physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability and agree to release and discharge Heart of Ohio Athletics and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Heart of Ohio Athletics, its agents, and employees. In the event I should

require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant, _____, and Heart of Ohio Athletics agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will also be interpreted based of the language in accordance with the purposes for which it is entered into.

In the event that any provision contained with this release of liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, the said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>			<u>Contact relationship</u>		<u>Contact Telephone</u>
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I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it on my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

Parent/Guardian Waiver for minors

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to minor: _____

Signature: _____

Date: _____