



## **WAIVER/RELEASE/INDEMNIFICATION FORM**

**IN CONSIDERATION** of being permitted to utilize the facilities, premises, services and programs of **THE LEIPSIC COMMUNITY CENTER** (the “Center”), or for all minor children under my supervision and referred to individually and collectively herein as “Child” to so participate, for any purpose, including, but not limited to observation or use of facilities, premises or equipment, or participation in any off-site program affiliated with the Center, the undersigned, for himself or herself and such participating Child and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the Center for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts the same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and any such Child.

**IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE CENTER FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF PREMISES, FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE CENTER, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:**

**THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILD, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE THE CENTER**, its directors, officers, employees, volunteers, and agents (“Releasees”) from all liability to the undersigned or any such Child and all his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such Child, whether caused by the negligence of the Releasees or otherwise, while the undersigned or any such Child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Center.

**THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any, loss, liability, damage or cost, including reasonable attorneys’ fees, they may incur due to the presence of the undersigned or any such Child in, upon or about the Center premises or in any way observing or using any facilities, premises or equipment of the Center or participating in any program affiliated with the Center whether caused by the negligence of the Releasees or otherwise.

**THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** to the undersigned or any such Child due to negligence of Releasees or otherwise while in, about or upon the premises of the Center and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Center.

**THE UNDERSIGNED** further expressly agrees that this **WAIVER/RELEASE/INDEMNIFICATION FORM** 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.

**THE UNDERSIGNED HEREBY AUTHORIZES THE CENTER TO USE, REPRODUCE, AND/OR PUBLISH** photographs, video, and digital recordings that may pertain to me and/or any such Child including my or

any such Child’s image, likeness and/or voice without compensation. I understand that this material may be used in various publications, training material, public releases, recruitment materials, broadcast public advertising or for other related endeavors. This material may also appear on the Center’s Website, Instagram, Snapchat, Facebook, and Twitter pages. Consequently, the Center may publish materials, use my or the Child’s name, photograph, and/or make reference to me or any such Child in any manner that the Center deems appropriate in order to promote/publicize the Center. I waive the right to inspect or approve any finished product or publication wherein my or any such Child’s likeness appears. I understand that I will not receive financial compensation. This authorization is continuous and may only be withdrawn by my specific explicit written rescission of this authorization delivered to the Center. I hereby hold harmless and release and forever discharge the Center, its agents and assigns, from all claims, demands, and causes of action whatsoever arising out of or in connection with this authorization.

**THE UNDERSIGNED, BY SIGNING BELOW, REPRESENTS AND WARRANTS THAT HE OR SHE IS (1) THE PARENT OR LEGAL GUARDIAN (OR THEIR POWER-OF-ATTORNEY) OF ANY SUCH CHILD LISTED BELOW OR (2) HAS RECEIVED AUTHORITY FROM ANY SUCH CHILD’S PARENT OR LEGAL GUARDIAN TO EXECUTE THIS AGREEMENT ON HIS/HER OR THEIR BEHALF AND TO ACT ON HIS/HER OR THEIR BEHALF.**

**BY SIGNING BELOW, THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS WAIVER/RELEASE/INDEMNIFICATION FORM,** and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

**I HAVE READ AND FULLY UNDERSTAND THIS WAIVER/RELEASE/INDEMNIFICATION FORM, WHICH ADDITIONALLY APPLIES TO ALL FUTURE INTERACTIONS WITH THE CENTER.**

**Adult:**

_____	_____	_____
Name	Date	Signature

**Child - Minor(s) (Under 18 years of age):**

_____	_____	_____
Minor 1 Name	Date	Date of Birth

_____	_____	_____
Minor 2 Name	Date	Date of Birth

_____	_____	_____
Minor 3 Name	Date	Date of Birth

**Parent/Guardian:**

_____	_____	_____
Parent/Guardian on behalf of all the above-listed Minor(s) (Please print legibly)	Date	Signature