

## Participant Waiver and Release

**THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully. By signing this Agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury illness, lost income, medical expenses or property damage however caused arising out of or related to your participation in programs or activities at, sponsored by, or affiliated with the Jewish Community Board of Akron (dba "JewishAkron"), Shaw Jewish Community Center (the "JCC"), or The Lippman School ("TLS") (collectively and individually referred to as the "Agencies") now or at any time in the future (collectively, "Agency Activities").**

### Status

I participate in Agency Activities in the following ways (mark all that apply):

- ☐ I am a member or part of a membership unit.
- ☐ I am the parent/guardian of a student or other minor participant.
- ☐ I am the adult responsible for the minor participant.
- ☐ I am a volunteer.
- ☐ I am a guest or visitor.

### Acknowledgment of Risk and Agreement to Follow Rules

I hereby acknowledge and agree that participation in Agency Activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Agency Activities, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria, including but not limited to the Coronavirus and COVID-19. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation in Agency Activities and that said list in no way limits the operation of this instrument or the releases and waivers provided in it.

The Agencies have adopted rules and precautions related to such risks. I agree to follow all such rules, precautions and directions and to truthfully answer questions by representatives of the Agencies and have instructed any minor for whom I am guardian, parent or responsible adult to do the same.

### Waiver, Release, Indemnification & Covenant Not to Sue

In order for me, and any minor participant for whom I am guardian, parent or responsible adult, to be permitted to participate in any Agency Activities, I, on behalf of myself, my heirs (including any such minor participants), representatives, executors, administrators, and assigns, HEREBY DO RELEASE the Agencies, their officers, directors, members, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but not way limited to, claims related to, or arising from negligence, personal injury, illness, lost income, medical expenses, property damage, death or accident or other loss of any kind, whether known or unknown, arising out of, or in any way related to the use of the facilities/equipment of the Agencies or participation in supervised or unsupervised Agency Activities ("Claims") which I, my heirs (including any such minor participants), representatives, executors, administrators and assigns may have, now or in the future, against the Releasees, regardless how the events giving rise to such Claims occurs. Further, I, for myself and for any minor participant, hereby waive and release any subrogation claim or right that I (and any minor participant for whom I am guardian, parent, or responsible adult), any insurance company or third party may have or could assert related to the Claims against the Releasees to the fullest extent permitted under law.

In consideration of my (or any minor participant for whom I am guardian, parent, or responsible adult) participation in Agency Activities, I, for myself and for any such minor participant, agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any and all Claims released in this instrument in any way related to my (or any such minor participant's) participation in Agency Activities whether asserted, brought or participated in by me, my minor participant, or any third party on our behalf against the Releasees.

I hereby certify that I have knowledge of the nature and extent of the risks inherent in participation in Agency Activities and that I, for myself and for any minor participant for whom I am guardian, parent, or responsible adult, am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, illness, lost income, medical expenses, property damage, death or accident or other loss of any kind, I, or any minor participant, sustain while, or as a result of participating in Agency Activities and that by signing this instrument I, for myself and for any minor participant, HEREBY RELEASE Releasees from all liability for any and all Claims.

I, for myself and any minor participant for whom I am guardian, parent, or responsible adult, further certify that to my actual knowledge, I (and such minor participant) am in good health and that I (and such minor participant) have no conditions or impairments which would preclude safe participation in Agency Activities.

**If on behalf of a volunteer:** I understand that I am in no way, shape or form an employee of the Agencies. I understand and agree that I will not receive any compensation or benefit for my participation in volunteer activities, nor will I be eligible for any coverage under any of the Agencies' employee benefit programs or Workers' Compensation laws of Ohio.

**I AM OF LAWFUL AGE AND OTHERWISE LEGALLY COMPETENT TO SIGN THIS INSTRUMENT. I FURTHER UNDERSTAND THAT THE TERMS OF THIS INSTRUMENT ARE LEGALLY BINDING AND CERTIFY THAT I HAVE CAREFULLY READ IT AND UNDERSTAND IT, AND AM SIGNING IT OF MY OWN FREE WILL.**

This instrument is duly executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Name (Print)

**Also, if on behalf of a minor:** I am and have the legal capacity to act as the parent/guardian/responsible adult of the named minor and to bind such minor pursuant to the terms of this instrument. All acknowledgements, representations, waivers, releases, indemnifications, and covenants in this instrument shall apply to both me and the named minor.

\_\_\_\_\_  
Minor Participant Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian/Responsible Adult  
Signature

\_\_\_\_\_  
Parent/Guardian/Responsible Adult  
Signature (Print Clearly)