

RELEASE AND WAIVER OF LIABILITY

The undersigned, as a Participant in a class or program sponsored by the Concord Township Recreation Department, hereby acknowledges full understanding and agreement to the following:

1. I acknowledge and fully understand that each Participant will be engaging in an activity that may involve risk of injury, and social and economic losses which might result not only from the Participant's actions, inactions or negligence, but the actions, inactions, and negligence of others, the rules of the class or program, or the condition of the Township's properties or equipment used. Further, that there may be other risks not known or not reasonably foreseeable at this time.

2. I acknowledge and agree that the Township of Concord does not provide any insurance for injury sustained by any Participant while registered in any program sponsored by the Concord Township Recreation Department and that it is the Participant's responsibility to be properly insured and/or pay all medical costs in the event of an injury and to be knowledgeable about where to contact assistance in case of an emergency.

3. I assume and accept any and all risk risks of injury to my person, both mental and physical and including death, or my property that may be sustained in connection with or that are related to my voluntary participation in the class or program sponsored by the Concord Township Recreation Department.

4. I release, waive, discharge and covenant not to sue the Township of Concord, Ohio, its trustees, directors, commissions, officials, employees, principals, successors, insurers and assigns, from any and all actions, causes of action, whether sounding in tort, contract, extra-contractual or otherwise, claims, demands, damages, costs, loss of services, expenses and compensation, as the result of, on account of, or in any growing out of, any and all known and unknown personal injuries, emotional distress, death and/or property damage resulting, or to result from the undersigned's participation in any class or program sponsored by the Recreation Department and conducted in the Township of Concord, Ohio.

5. I acknowledge and agree to protect, indemnify and hold harmless the Township of Concord, its trustees, directors, commissions, officials, employees, principals, successors, insurers and assigns against any and all actions, claims, demands or liabilities for death, personal injuries or property damages resulting from or arising out of my participation in the class or program sponsored by the Concord Township Recreation Department. I hereby agree to pay all expenses which the Township of Concord may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.

6. I acknowledge and agree that it is my intent that this Release and Waiver of Liability Agreement shall be in full force and effect at the time of its execution and all times thereafter. I further acknowledge and agree that the terms of this Release and Waiver of Liability Agreement are contractual and not a mere recital.

7. I acknowledge and agree that my participation in the class or program sponsored by the Concord Township Recreation Department may be photographed and I hereby agree to and authorize such photography and the use of such photographs for promotional purposes on the part of Concord Township.

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE, UNDERSTANDS THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

Signature

Date

Name: _____
(Print Name)

Name of Class or Program

Address: _____

If Registering a Minor:

**Signature of Parent or Guardian, on
Behalf of Minor Child Participant**

Date

Name: _____
(Print Name)

Name of Class or Program

Name: _____
(Print Name of Minor)

Address: _____