

Release of Liability

Please note: Each player must sign and date this waiver with a witness before he/she can play.

In consideration of the services of the Epilepsy Foundation of Western Ohio (EFWO), their agents, officers, volunteers, participants, sponsors, employees, City of Dayton and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge the EFWO, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate AS FOLLOWS:

I acknowledge that attending or participating in an athletic event such as MUD Volleyball and associated activities entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and /or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the EFWO and all sponsors from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the EFWO's equipment or facilities, including any such claims which allege negligent acts or omissions of the EFWO.

Should the EFWO or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during this event.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or I am willing to assume- and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

In the event that I file a lawsuit against EFWO, I agree to do so solely in the State of Ohio, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the EFWO on the basis of any claim from which I have released them herein.

I also understand that the Epilepsy Foundation of Western Ohio and anyone associated with EFWO may use photographs and video footage taken at the MUD Volleyball for Epilepsy event on July 11, 2009 for any purposes including posters, flyers, website, advertising, newsletters, promotional videos, etc. If severe weather cancels event, sponsorship & registration fee is non-refundable.

I have had sufficient opportunity to read this entire document. I have read and understood it and agree to be bound by its terms.

Participant's Age: _____ Participant's Birth Date: ____/____/____ Today's Date: ____/____/____

(Printed) Name: _____ Signature: _____ Witness: _____

PARENT GUARDIAN WAIVER FOR MINORS UNDER 18 YEARS OF AGE (Players must be 16 years old)

In consideration of _____ (print minor's name) ("Minor") being permitted by EFWO to participate in it's activities and to use its equipment and facilities as per the above language, I further agree to indemnify and hold harmless EFWO and all sponsors from any and all claims which are brought by, or on behalf of Minor, and which are in any way associated with such use or participation by Minor.

Signature of Parent or Guardian

Date

Print Parent/ Guardian Name