

Bath Parents Sports Club Participation Waiver

Child's Last Name: _____ Child's First Name: _____

THIS AGREEMENT RELATES TO PARTICIPATION IN SPORTING ACTIVITIES SPONSORED BY THE BATH PARENTS SPORTS CLUB.

EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE, INDEMNITY FOR ALL THIRD PARTY CLAIMS.

We know that sporting activities have inherent risks. We are aware that the usual risks, hazards and dangers of personal injury, death and disability or property and loss (collectively "Damages"), can be reduced but not eliminated. We know that the risks include, but are not limited to, uncontrollable balls, running players, fixed objects, falling, and colliding with other players, staff, officials and spectators. (All of the above defined activities are collectively referred to throughout this Agreement as "the Hazardous Activities.")

By this agreement, it is our intention to relieve The Bath Parents Sports Club (as such term is defined below), and the Bath Local School District (hereinafter collectively referred to as "Bath") of any duty to us and we do assume the entire risk of any of the Damages which might occur during or as a result of my child's participation in sponsored sports activities or their or our presence at sports activities, including practices. By this agreement, I also intend to release, discharge and absolve Bath from any and all liability for any active or passive negligence whatsoever by Bath and to waive and relinquish any claim or cause of action against Bath for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any negligence of Bath and promise not to sue or exercise any legal right to seek damages from Bath.

In consideration of my child's participation in sponsored sporting activities, we agree as follows:

1. As to my child's participation in any activity, including, but not limited to, the Hazardous Activities and as to any and all liability for the Damages which I or my child may suffer or incur due to any cause whatsoever, while participating in sports activities, we hereby agree:
 - a. To **waive** any and all claims for Damages that I may have against Bath, its Board, employees, officers, directors, associates, volunteers, sponsors, or any other person or company in any way associated with it (collectively, Releasees),
 - b. To **release** Releasees, from any and all liability for the Damages that I or my child may suffer or incur, or that my next of kin may suffer as a result of my or my child's participation in any activity, including but not limited to, Hazardous Activities; and
 - c. To **hold harmless and indemnify** Bath from any and all liability for the Damages to any third party resulting from my participation in any activity including, but not limited to, the Hazardous Activities.
2. This waiver and release of liability and indemnification agreement (hereinafter "Waiver and Release") shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my or my child's injury, disability or death.
3. We have read, understand and agree to be bound by the Rules of SAfety/Conduct governing my and my child's conduct while participating in sponsored sports activities. We understand that these rules are strictly enforced.

The undersigned further AGREES that this Agreement 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 further certifies that he/she and their child have no medical condition which would cause participation in sports activities to be potentially hazardous to their health. In addition, this Agreement shall constitute authorization for Bath to provide or cause to be provided such medical treatment to the undersigned or their child as may be necessary or appropriate if an injury occurs while participating in a sponsored sports activity.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, and further agrees that no oral representation, statements, or inducements apart from this Agreement have been made by Bath or anyone else with regard to the subject matter of this Agreement.

My parent or legal guardian and I hereby certify that I am under 18 years old. We have completely read and understand this Agreement and its terms. Prior to signing this Agreement, we have had the opportunity to ask any questions about this agreement. We are aware that, by signing this Agreement, we assume all risks and waive and release certain rights that I and my heirs, next of kin, family relatives, guardians, conservators, executors, administrators, trustees and assigns may have against Bath.

Participant's signature _____ Date _____ Emergency Contact _____
 First Parent (legal guardian) signature _____ Date _____ Phone _____
 Second Parent (legal guardian) signature _____ Date _____ Phone _____
 Address _____ City _____ State _____ Zip _____
 Participant's Birth Date _____