

BY REGISTERING FOR A “TIFFIN UNIVERSITY INDOOR TRACK & FIELD MEET” I AM STATING THAT: I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY; ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL AND EQUITABLE RIGHTS BY REGISTERING , AND HAVE DONE SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, COERCION ASSURANCE OR GUARANTEE BEING MADE TO ME.

2017/2018

***RELEASE AND WAIVER OF LIABILITY;
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT***

In consideration of being permitted to exercise, walk, jog, run, compete, observe, work, or participate in any activity or event of Tiffin University (“TU”) property (“activity”), the undersigned for him/herself, his/her heirs, successors, personal representatives, employees, agents, assigns and next of of kin acknowledges and agrees as follows:

1. Undersigned has or will, immediately upon entering any portion of TU Property and continuously thereafter, inspect the property and that if, at any time, he/she feels unsafe or perceives a potentially hazardous condition, he/she will immediately notify TU officials, leave the area and refuse to further participate on TU property. Undersigned assumes full responsibility for any risk of bodily injury, death or property damage arising out of or in any way related Activity whether caused by TU negligence or otherwise. Undersigned acknowledges participation in Activity, may include dangerous activities and may involve risk of serious injury and/or death and/or property damage and represents and warrants Undersigned is healthy, fit and otherwise capable of engaging in Activity. I realize the Activity could be strenuous which requires proper physical conditioning. I will not participate in Activity unless I am medically able. I also provide permission to utilize my name, picture or likeness for no consideration. Undersigned also acknowledges that injuries may be sustained or compounded as a result of negligent rescue procedures and/or treatment by TU.
2. Undersigned completely, irrevocably and unconditionally releases, waives and forever discharges TU from and against any and all claims, demands lawsuits, causes of action snf/or liability whatsoever involving any matter arising out of or in any way related, directly or indirectly, to Activity, use or occupancy of TU property.
3. Undersigned shall not file or assert any claims, causes of action, suits, complaints, or grievances against TU related in any way to Activity whether known or unknown on the date of execution of this agreement.

4. Undersigned shall be solely responsible for, hold TU harmless, defend and indemnify TU for any and all claims, demands, lawsuits, causes of action and/or liability, damages, cost and expenses including but not limited to attorney fees occurring on or about TU property or arising in conjunction with or related in any way to the Activity, use and occupancy of TU property.

5. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends anytime undersigned engages in Activity, utilizes or occupies TU property; to all acts of negligence by TU, including without limitation, negligence rescue and treatment operations; and is intended to be as broad and inclusive as possible under Ohio law and if any portion is held to be invalid the remaining provisions shall remain in full force and effect.