

LIABILITY RELEASE AND COVENANT NOT TO SUE

I, Participant _____ [*print full legal name of Participant*] whose address is _____ and _____ [*print full legal name plus address of Participant's Parent or Guardian if Participant is a Minor*] request that the Participant be granted permission to participate in the following activity/trip: _____ on _____ [*date*] ("Activity"). We understand the risks inherent in this Activity, which may include: _____ [*insert type of activities*] and transportation to, during or from the Activity. We understand the Participant's safety depends on Participant's own good judgment, adequate preparation and constant attention.

In consideration of Participant being permitted to participate in this Activity, we the undersigned do hereby release, waive, forever discharge and covenant not to sue the State of Ohio, the University of Toledo, its trustees, officers, agents, employees, any students or members of any sponsoring organization ("Releasees") from and against any and all liability for any harm, injury, claims, damage, actions, causes of actions, costs and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted. It is our express intent that this Liability Release and Covenant Not To Sue Agreement ("Agreement") shall bind the members of Participant's family, estate, heirs, administrators, personal representatives or assigns.

We understand and agree that Releasees may not have medical personnel available at the location of the Activity. We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary and that such action by Releasees will all be subject to the terms of this Agreement not to sue. We understand that the Releasees assume no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment.

In signing this Agreement, we acknowledge that we have reviewed and understand what the above means and that this document is signed as a free act and deed. We further state that there are no health-related reasons or problems which preclude or restrict the Participant's participation in this Activity and that Participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to Participant. We further agree that this Agreement will be construed in accordance with the laws of the State of Ohio.

I, [for Minor] Participant's Parent or Guardian, further state that I am fully competent to sign this Release and Covenant Not To Sue Agreement; and that I execute this Release for full, adequate and complete consideration fully intending for myself, for Participant and Participant's family, estate, heirs, administrators, personal representatives or assigns to be bound by the same.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING

STUDENT/PARTICIPANT

WITNESS

(Signature) (Date)

(Signature)

(Print Name)

PARENT OR GUARDIAN (only necessary if minor)

(Parent's or Guardian's Signature) (Date)