LIABILITY RELEASE AND COVENANT NOT TO SUE

I, Participant _____ (full legal name of Participant) whose address is _____ acknowledge that I am voluntarily participating in the following activity/trip: ___Student SPTO 5K Charity Race at Swan Creek Metroparks__ ("Activity") on _April 10, 2010 _, knowing that there are inherited risks associated with this type of recreational activity. These risks may include, but not limited to sprains, strains, other affects of strenuous activity, including death or disability.

In consideration of me being permitted to participate in this Activity, I the undersigned Participant do hereby release, waive, forever discharge and covenant not to sue the State of Ohio, Metro Parks of Toledo, The University of Toledo and their trustees, officers, agents, employees, any students or members of the sponsoring organization (individually and collectively "Releasees") from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of actions, costs and expenses of any nature which I may have or which may hereafter accrue to me, arising out of or related to any loss, damage or injury, including but not limited to suffering and death or any claim, demand or liability for damage to property, arising out of or as a result of this participation. It is my express intent that this Liability Release and Covenant Not To Sue Agreement will bind the members of my family, estate, heirs, administrators, personal representatives or assigns.

I understand and agree that Releasees may not have medical personnel available at the location of the Activity. I 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 Release and Covenant Not To Sue. I 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.

I understand that any and all expenses arising from any accident or injury to me or my property as a result of the Activity, including, but not limited to, ambulance and emergency medical services, will be my sole responsibility. Transportation to and from the Activity is my own responsibility.

In signing this Release and Covenant Not To Sue, I acknowledge that I have reviewed and understand what the above means and that this document is signed as a free act and deed. I further state that there are no health-related reasons or problems which preclude or restrict the my participation in this Activity and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me. I further agree that this Release and Covenant Not To Sue will be construed in accordance with the laws of the State of Ohio.

I, the Participant, further state than I am fully competent to sign this Release and Covenant; and that I execute this document for full, adequate and complete consideration fully intending for myself and my family, estate, heirs, administrators, personal representatives or assigns to be bound by the same.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING

PARTICIPANT	**PARENT OR GUARDIAN** (Only necessary if Participant under 18 years of age)
_____ _____ (Signature) (Date)	_____ _____ (Signature) (Date)
	_____ (Print Name)
4/16/09	_____ (Relation to Participant)