THE UNIVERSITY OF TOLEDO
OFFICE OF RECREATION

Office of Recreation

Liability Release and Covenant Not To Sue

This is a legally binding Release executed by _____ ***Full legal name of Participant***

(Participant) whose address is _____

Necessary only if minor or for an adult who is incompetent to sign on his/her own behalf and by

_____***Full legal name, address of Participant's Parent or Guardian***

(Participant and Participant's Parent or Guardian collectively referred to as "We") to The University of Toledo.

We, the undersigned, request that the Participant be granted permission to utilize the Health Education Center on the Main Campus of The University of Toledo for the following activities, including, but not limited to: using any HEC facilities or equipment for any purpose, any sport, any exercising, taking any classes, use of the track, use of the locker rooms, use of any and all facilities and equipment in the natatorium, playing any games, etc. and any and all other activities. We understand the risks inherent in said activity, which may include bodily injury, death or property damage.

In consideration of Participant being permitted to participate or be present for an Activity, we do hereby release, waive, forever discharge, and covenant not to sue the State of Ohio, The University of Toledo, its governing board, officers, agents, and employees. ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, 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 release and hold harmless 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 shall be subject to the terms of this Agreement. We understand and agree that Releases 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 Release, we acknowledge that we have reviewed and understand what the above means and that this document is signed as a free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement have been made. 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 Release shall be construed in accordance with the laws of the State of Ohio.

As a signatory below, I state that I am fully competent to sign this Release; 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.

Please check the appropriate box:

☐ **Recreation Outing** **Date:** _____

Rental Group/Org.: _____

☐ **Child Release Form**

_____ _____

Date Participant Name (please print and sign your name)

_____ _____

Date Parent or Guardian, if participant is under 18 years of age (please print and sign your name)

_____ _____

Phone # Parent/Guardian Participant Birth Date