Ohio Roller Hockey Co-Op – Adult League 2016 Waiver

SPORTS PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications before signing.

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, _______ (please print your name) do hereby affirm and **acknowledge that I have been fully informed of the inherent risks associated with Ohio Roller Hockey Co-Op**, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to**:

- 1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck and back or other bodily injuries that may result in permanent disability and death;
- 2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment;
- 3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
- 4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons and other natural and man-made hazards;
- 5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles;
- 6. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration;
- 7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions;
- 8. Accidents or illness occurring in remote places where there are no available medical facilities;
- 9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident;
- 10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles cyclists;
- *** I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness or death.

Release of Liability, Waiver or Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activitiy(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHEWISE, the following named persons or entities, herein referred to as releasees: Ohio Roller Hockey Co-Op;

Initials

I have read and understand page one (1) of two (2) of this document.

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- 2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assignees may have for personal injury, property damage, or wrongful death arising from the above activities whether cause by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
- 3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
- 4. This Agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I AM A LEGAL ADULT EIGHTEEN YEARS OF AGE OR OLDER ON THIS DATE.

Signature of Participant

Name of Participant (please print)

Date

Date of Birth

Team(s)