

Release and Waiver of Liability

As more fully described below, in consideration of voluntarily participating in the **Buckeye's Give: Day of Service** activity of providing neighborhood clean-up, including but not limited to: picking up and disposing of trash (the "Activity"), I agree to assume the risks of injury associated with the Activity, waive certain legal rights, and release from liability **The Ohio State University Alumni Association, Inc.**, its agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Releasees"). To this end I hereby agree to release, indemnify, and discharge Releasees, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- ✓ I acknowledge that my participation in the Activity is voluntary and that I have other options;
- ✓ I warrant that I am able to safely perform the Activity, and agree to follow all applicable the rules and regulations
- ✓ I acknowledge that my participation in the Activity entails both known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to others. These risks include: injury to person or property, cuts, bruises, broken bones, diseases, injury by fellow participants or strangers or animals, concussions, and even death. I fully and unreservedly accept and assume all such risks.
- ✓ I understand that participating in the Activity while under the influence of alcohol and/or drugs is strictly prohibited.
- ✓ I, on behalf of myself, my family, my spouse and my heirs, hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action, which are in any way connected with or related to my participation in the Activity to the fullest extent permitted by law and including claims that Releasees were negligent.
- ✓ Should Releasees, or any one of them, be required to incur attorney fees or costs to enforce this Agreement, or as a result of my acts or omissions in connection with the Activity, I agree to indemnify them on demand for all such fees and costs as they are incurred.
- ✓ I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, and I agree to bear the costs of such injury or damage myself. I assume the risk of having insufficient insurance.
- ✓ I agree that if any portion of this agreement is found to be unenforceable, the remaining portions shall remain in full force and effect and the unenforceable portion will be reformed to the fullest extent permitted by law.

**CAUTION
PLEASE READ CAREFULLY**

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Releasees on the basis of any claim from which I have released them herein. I further understand that I may have to defend and indemnify Releasees, or any one of them, for costs and attorney fees as they are incurred as a result of my own conduct. Finally, I have had sufficient opportunity to read this entire document I have read and understood it, and I agree to be bound by its terms.

Participant's Signature _____

Print Name: _____ Date: _____

Emergency Contact Name and Phone: _____

I further grant Releasees, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

**PARENT OR LEGAL GUARDIAN RELEASE AND INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name(s)) ("Minor") being permitted to participate in the Activity, I, for myself, and on behalf of any other applicable spouse/parent or guardian, and on behalf of the Minor, voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action, which are in any way connected with or related to my participation in the Activity to the fullest extent permitted by law and including claims that Releasees were negligent.

Parent or Legal Guardian's Signature: _____

Print Name: _____

Date: _____