



BENEFITTING THE
Epilepsy Foundation of Greater Cincinnati and Columbus

Captain Packet: 2013 PARTICIPANT/VOLUNTEER WAIVER AND RELEASE OF LIABILITY

I, _____ acknowledge and agree that my participation in the Event is completely voluntary and solely for my own benefit. I acknowledge that this Event is an extreme test of a person’s physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, and actions of other people including, but not limited to, participants, volunteers, spectators, sponsors, coaches, Event Officials, Event Monitors and/or producers of the Event, as well as those caused by lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all risks of participating and/or volunteering in this Event. I realize that liability may arise from the negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I certify that I am physically fit, have sufficiently trained for participation in the Event and have not been advised otherwise by a qualified medical person.

In consideration for allowing me to participate in the Event, on behalf of myself, my executors, administrators, theirs, next of kin, successors and assigns, I hereby unconditionally waive, release, discharge, indemnify and hold harmless the Epilepsy Foundation of Greater Cincinnati and Columbus (EFGCC), Beulah Park, and all Event Sponsors, and each of their respective successors, assigns, agents, directors, officers, employees, affiliates, and volunteers (“Released Parties”) from any and all liabilities, obligations, damages, losses, and expenses, including attorneys’ fee and costs, of any nature whatsoever, regarding or arising from my participation in the Event whether caused by the negligence of the Released Parties or otherwise including any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me, including my traveling to and from the Event. The Released Parties shall have no responsibility or liability whatsoever, in whole or part, for any losses, accidents, personal injury, sickness, medical expenses, property damage or any similar occurrence resulting from or occasioned by my participation in the Event. I acknowledge that this Waiver and Release of Liability will be used and relied upon by the Event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said Event. I hereby consent to receive medical treatment which may be deemed advisable in the event of an injury, accident and/or illness during this Event. I understand that at the Event or related activities, I may be photographed and I hereby agree to allow my photo, video or film likeness to be used for any legitimate purpose by the Event holders, producers, sponsors, organizers and assigns. The Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

*****THIS IS A LEGALLY BINDING CONTRACT/READ CAREFULLY*****

I hereby certify that I have read this document and I understand its contents.

PRINT PARTICIPANT’S NAME AGE SIGNATURE DATE

PARENT GUARDIAN WAIVER FOR MINORS (Less than 18 years of age)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

PRINT PARTICIPANT’S NAME AGE SIGNATURE DATE