

## Release for Participation in Event or Activity

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In exchange for participation in Color Guard Clinic involving spinning of flags, rifles, sabres, dancing and performing. (the "Activity"), organized by Onyx, The O Foundation for the Arts located at 1131 Shawnee Run, Dayton, OH 45449 ("Releasee"), I hereby agree as follows:

1. I and anyone claiming on my behalf release and forever discharge Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against Releasee or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").
2. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.
3. I agree to indemnify Releasee against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation in the Activity.
4. This Release for Participation in Event or Activity ("Release") shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.
5. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Ohio.
6. I have carefully read and fully understand all the provisions of this Release and am freely, knowingly and voluntarily entering into this Release.

### SIGNATURES

\_\_\_\_\_  
Signature of Releaser

\_\_\_\_\_  
Date

Participant, Student, Parent or Guardian for Students under  
18 years of age  
\_\_\_\_\_  
Printed Name of Releaser

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
Address of Releaser

\_\_\_\_\_  
Signature of Releasee

\_\_\_\_\_  
Date

Onyx, The O Foundation for the Arts  
\_\_\_\_\_  
Printed Name of Releasee



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## GENERAL INSTRUCTIONS

### WHAT IS A RELEASE OR WAIVER AGREEMENT?

A Release of Liability Form or Waiver of Liability Form is a legal document between two parties, the Releasor or person participating in an event or activity, and the Releasee or organizer or sponsor worried about accidents occurring. By signing the Release or Waiver, the participant understands the risks involved and agrees to not sue the organizers if anything happens.

A Release or Waiver is alternatively used when an accident like a car wreck or property damage has already occurred. Instead of going through an expensive lawsuit, both parties agree to settle the dispute out of court.

### WHAT SHOULD BE INCLUDED

A simple waiver of liability will identify the following basic elements:

**Releasor:** person who promises not to sue or take any legal action against the owner or organizer of the event or activity being attended

**Releasee:** owner or organizer of the event or activity who is at risk of being sued

**Effective Date:** when the agreement shall take effect

**Event:** description of event, activity, or circumstances being held

**Consideration:** the amount of money, promised (in)action, or something of legal value given in return for signing the Release or Waiver

**Governing Law:** any disagreements will be resolved using the laws of one state

### OTHER NAMES

- Accident Waiver and Release of Liability Form
- Conditional and Unconditional Waiver and Release Form
- General Release
- General Mutual Release

- Legal Release Liability Waiver Form
- Release of Liability Form Release for Damage to Property
- Release Waiver Agreement
- Waiver of Liability Agreement

### WHEN IS IT NEEDED

A Release or Waiver of Liability is often needed either before or after an incident occurs. Organizations or people may be concerned about being taken to court by someone who accidentally gets injured while attending an event or activity they will be sponsoring.

Without a written Release or Waiver, everyone faces the possibility of being summoned to court or dragging out a disagreement over who owes what. A Release or Waiver in writing can prevent lost time, money, and mental anguish for both parties involved.

A Release of Liability or Waiver Form may also include one of these additional provisions:

**Assumption of Risk:** the participant understands that the activities are inherently hazardous and dangerous yet agree to assume the risk of being injured or harmed

**Insurance:** the individual is responsible for their own medical, health, or life insurance

**Medical Treatment:** the person will not sue even if they are further injured by any medical treatment given during an emergency at the event

**Modifications:** any changes to the Release must be in writing

**Photographic Release:** the participant agrees that images or recordings can be used in connection with the event attended

**Right to Attorney:** everyone understands that they have the chance to consult with an attorney about the Release and are otherwise signing the Release voluntarily