



Release, Assumption of Risk and Indemnification Agreement

Please read carefully, sign, and return this Release, Assumption of Risk and Indemnification Agreement (the "Release") for the Participant listed below to participate in the **Otterbein University – (the "Program")**, scheduled from (Date) and conducted at/or supported by Otterbein University.

Parent's/Guardian's Name: _____
 Last First Middle

Student's Name ("Participant"): _____
 Last First Middle

Address: _____
 Street City State Zip

Telephone Numbers: _____
 (H) (W) (C)

In consideration of Participant being allowed to participate in all activities of the Program, and intending to be legally bound hereby, I freely and voluntarily agree, for myself, my personal representatives, assigns and heirs, to sign this Waiver and Release Agreement and be bound hereto by the following entities and individuals (individually as "Releasee" and collectively as "Releasees"): Otterbein University ("Otterbein"); the State of Ohio and any political subdivisions therein; and the owners and lessees of property used to conduct or used in conjunction with the Program; and the trustees, officers, employees, students, volunteers, agents and successors of any of the above persons and entities.

I HEREBY RELEASE AND PROMISE NOT TO SUE, AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY FOR DAMAGES that the Participant and the Participant's personal representatives, parents, guardians, heirs and assigns may allege or have against the Releasees, including attorney's fees, as a direct or indirect result of Participant's sustaining any injury, death or property loss, **WHETHER CAUSED BY ANY ACT OR OMISSION OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY OF THE RELEASEES,** or otherwise while Participant is in any manner traveling to or participating in the Program, except a Releasee shall not be released from his, her or its willful or wanton misconduct.

I acknowledge that ANY TRAVEL OR PARTICIPATION IN THE PROGRAM MAY INVOLVE RISKS OF PARTICIPANT'S SUSTAINING SERIOUS BODILY INJURY, DEATH OR PROPERTY DAMAGE, AND I HEREBY ASSUME RESPONSIBILITY FOR ALL SUCH RISKS, WHETHER DUE TO THE NEGLIGENCE OF ANY OF THE RELEASEES OR OTHERWISE ARISING OUT OF OR IN ANY WAY RELATING TO PARTICIPANT'S TRAVEL TO OR PARTICIPATING IN THE PROGRAM, EXCEPT FOR RISK DUE TO WILLFUL OR WANTON MISCONDUCT OF A RELEASEE.

I grant permission to Otterbein as follows: (1) to record Participant's participation in the program; (2) to make and use video, audio, photographic, digital, electronic, or other recordings of Participant without further consideration for any legitimate purpose, including publicity, advertising, or promotion; and (3) to have access to and a copy of Participant's grade card for the purpose of assessing the success of the College Club and reporting on that success.

I expressly acknowledge that this Release, Assumption of Risk and Indemnification Agreement is intended to be as broad and inclusive as permitted by laws of the State of Ohio, and that if any portion thereof is held invalid, it is my intention that the balance shall, notwithstanding, continue in full legal force and effect, that the terms of the Release are contractual and not a mere recital. I warrant that I am duly authorized to sign this Agreement and to bind the Participant and the Participant's personal representatives, heirs and assigns.

Signature of Participant Date

Signature of Parent or Guardian Date