

**YSU Excellence Training Center (ETC) EVENT/FACILITY Participation Waiver Form
and Photo Release**

Participant's Full Name: _____ **Telephone Number:** _____

YSU ID Number (if applicable): _____

Emergency Contact Name / Number: _____

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN YSU EXCELLENCE TRAINING CENTER ACTIVITIES, including by way of example and not limitation, any risks that may arise from 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 prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems that preclude my participation in this activity or event.

I acknowledge that this waiver and release of liability form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- A. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to liability arising from negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind that may hereafter occur to me, including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: the State of Ohio, Youngstown State University (YSU) and their trustees, officers, employees, volunteers, representatives, and agents; the activity or event holders; activity or event sponsors; activity or event volunteers.
- B. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this form from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by negligence or otherwise.

I acknowledge that Youngstown State University and their trustees, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Youngstown State University.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by facilities; temperature; weather; condition of participants; equipment; materials; actions of other people, including but not limited to participants, volunteers, staff, event officials, event monitors, and producers of the event. **Examples of potential injuries include sprains, strains, concussion, dizziness, exhaustion, falls, cuts, bruises, lacerations, weather, environmental related injuries/illnesses, cardiac emergency, fractures, broken bones, infection, equipment malfunctions, allergic reactions, emotional distress, loss of limb and death.** These risks are not only inherent to participants, but are also present for volunteers, staff and all visitors to the Excellence Training Center.

I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure at the Excellence Training Center, including associated travel.

I voluntarily assume the risk that I may be exposed to or infected by COVID-19 at the Excellence Training Center and any travel associated and that such exposure or infection may result in personal injury, illness, permanent disability, or death.

I acknowledge that I understand and agree to abide by all posted, verbal, and written rules associated with this activity, event, or facility access. Complete policies and procedures can be found at www.ysu.edu. I understand that failure to abide by these rules can not only result in suspension from activity, event, or facility, but also increase associated risk.

I acknowledge YSU is not responsible use of personally owned equipment on all YSU owned/maintained equipment and facilities. I assume all risk associated with the activity I will be performing in a YSU facility or YSU sponsored activity. YSU is not responsible for the maintenance of or quality of my personally owned equipment and therefore will not be responsible if my personally owned equipment fails to function as intended.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name Age Parent's Name (if under 18 yrs of age)

Participant's Signature (if 18 or over) Date Parent's Signature (if under 18 yrs of age) Date

PHOTO RELEASE

I understand that at this event or related activities, I may be photographed. I 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 accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law:

Print Participant's Name Age Parent's Name (if participant is under 18 yrs of age)

Participant's Signature (if 18 or over) Date Parent's Signature (if participant is under 18 yrs of age)