

BELIEVE CENTER/YMCA WAIVER AND RELEASE, INDEMINIFICATION AND HOLD HARMLESS AGREEMENT believecenter@gmail.com or 567-200-2027 REVISED 10.28.2020

Sport/Activity: BCI SUMMER CAMP Coach: _____ LtM# _____

First Name: _____ MI: _____ Last Name: _____ Male or Female(circle one)

Address: _____ Date of Birth: _____ Race: _____

City: _____ State: _____ Zip Code: _____ School _____ Grade: _____

Phone: _____ EMAIL: _____ EMER Name & Phone: _____

Does your child have any current condition that limits his/her ability to participate in this activity? **YES** _____ **NO** _____ Please provide information about condition, allergies or medical conditions that Believe Center Inc. should have in case of emergency.

In consideration of participating in YMCA of Greater Toledo/Believe Center Inc. programming and other activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the YMCA of Greater Toledo, Believe Center Inc., City of Toledo, Toledo Public Schools, Toledo Sports Alliance, Keeping Sports Alive programming and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, spouse, parents, heirs, assigns, personal representative and estate, and also agree as follows: (Please initial)

- Initi 1. I acknowledge that participating in athletic programming activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, sprains, concussion and other serious injuries, I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
- Initi 2. I expressly accept and assume all of the risks inherent in this activity or that have been caused by the negligence of the Releases. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
- Initi 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releases or anyone acting on their behalf be required to incur attorney's fee and costs to enforce this agreement, I agree to indemnify and hold the Releases harmless for all such fees and costs.
- Initi 4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by such condition.
- Initi 5. In the event that I file a lawsuit, I agree to do so in the state where Releases' facility is located, and I further agree that the substantive law of that state shall apply.
- Initi 6. I agree to follow all policies for sports rules and regulations of leagues (that we participate in), BCI rules and regulations, BCI Handbook, and BCI Bylaws. I understand that severe behavior, disruptive behavior, and gang affiliation can result in consequences and confiscated property.
- Initi 7. I give permission for photographs, videos or tape recordings that may include my image or voice to be used for marketing or interpreting programming without limitation, compensation or obligation for grants or promotion.
- Initi 8. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- Initi 9. I understand that this information can be used for grants, reports, assessments, studies and surveys for BCI and other partnerships.

By signing this document, I agree that if I am injured or my property is damaged during participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

RULES. Rules of the **BCI SPORTS AND PROGRAMS** shall follow all of the **BELIEVE CENTER, INC.** Bylaws, BCI Rules and Regulation, BCI Handbook and Partnerships rules and regulation (copy of rules in office or email your request at believecenterkids@gmail.com). Questions: 567-200-2027

Parent/Guardian Signature _____ Date _____

TO BE COMPLETED BY PARENT/GUARDIAN

Parent/Guardian Name (print) _____

Participant Signature _____ Date _____

OFFICE USE ONLY:

Please make payable to: **BELIEVE CENTER INC** RECEIPT # REQUIRED _____

FEE: _____ Paid on _____ Signed by _____

Note: some sports fee might be higher or lower, please check for additional paperwork. No refunds.

Shirt Size _____ Shorts _____ 1st weight _____ 2nd weight _____

#5minutes _____

**COVID-19 PROGRAMMING ONLY
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF
RISKS AND INDEMNITY AGREEMENT**

This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (this "Release Agreement") is to certify that I, as a participant or a parent or guardian with legal responsibility for a minor child or ward that is a participant (hereinafter "Participant"), for the benefit of Believe Center, Inc. ("BCI"), City of Toledo and its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as the "Releasees"), acknowledge that Participant will be engaged in a BCI youth sport or program as noted below ("Sport/Program"), which includes, without limitation, all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, tournaments; games; practices; rental; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and others such activities, events and services in any way connected with or related to the Releasees.

COVID-19: The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, and those engaged in Sport/Program are not immune from COVID-19 or the associated risks thereof.

ASSUMPTION OF RISKS: I further certify and acknowledge that Sport/Program may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property, and death and that Participant recognizes and assumes that risk, whether foreseeable or not reasonably foreseeable, including COVID-19, and Participant agrees to participate in Sport/Program. This assumption of the risk shall be considered to the broadest extent possible as allowable by law.

PARTICIPANT IS AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPORT/PROGRAM AND FREELY ACCEPT AND FULLY ASSUMES ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the Releasees agreeing to allow Participant to participate in Event/Program and permitting Participant's use of services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that Participant has or may in the future have against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that Participant may suffer or that Participant's next of kin may suffer, as a result of Participant participating in Event/Program *DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPORT/PROGRAM;*

1. *TO HOLD HARMLESS AND INDEMNIFY* the Releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from Participant's participation in Event/Program;
2. This Release Agreement shall be effective and binding upon Participant's heirs, next of kin, executors, administrators, assigns and representatives, in the event of Participant's death or incapacity; and
3. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Ohio no other jurisdiction.
4. Participant and "living with family members" must make it known *TO THE HEAD COACH/Director* of any symptoms, positive testing or close extended contact with anyone testing positive for COVID-19. This information will be confidential and not be shared with other team members or parents. In entering into this Release Agreement, Participant is not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Sport/Program, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, THAT I HAVE SIGNED THIS RELEASE AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. PLEASE FOLLOW ALL BELIEVE CENTERS RULES AND REGULATIONS. MASK IS REQUIRED, WASH HANDS/SANITATION, AND TEMPERATURES ARE REQUIRED IF SOMEONE FORGET TO DO IT AT THE DOOR, PLEASE REMIND THEM.

Child Name	
Parent/Guardian (Print Name):	
Parent/Guardian (Signature):	Date