

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT for MINOR

1. In consideration of my minor child or ward ("Child") being permitted to participate in the Heritage Days Parade ("the Experience") to be held August 3, 2017, I, the undersigned, on behalf of my Child, hereby in advance release, waive, discharge, and covenant not to sue Downtown Olmsted Falls, Olmsted Kiwanis, the City of Olmsted Falls, Grand Pacific Junction Merchants, Clint Williams Realty Inc., their officers, agents, servants, administrators, employees, and all others acting as such (collectively, "Releasees") from and against any and all liability for any harm, injury, damage, claims, actions, causes of action, costs, demands, and expenses of any nature whatsoever which my Child may have or which may hereafter accrue to my Child, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by my Child, or to any property belonging to my Child, whether the negligence or carelessness of the Releasees, or otherwise, while participating in the Experience, or while in, on, upon, or in transit to or from the premises where the Experience is being conducted.
2. I, on behalf of my Child, attest that I have complete knowledge of all the risks, dangers, and hazards of the Experience, including other activities taken as an adjunct thereto and/or travel risks. As evidence of my subjective knowledge of the Experience, obtained prior to the commencement of the Experience, I understand that when a risk of the Experience manifests, it may result in injury (minor, serious or mortal) to my child and/or damage to his or her property. Knowing and understanding the risks of the Experience to my Child, nevertheless, I, on behalf of my Child, hereby and knowingly agree to assume those risks and to release and hold harmless the Releasees who through negligence or carelessness or otherwise might be liable to my Child (or my heirs or assigns) for damages.
3. I, on behalf of my Child, understand and agree that Releasees will not assist my Child with or prevent my Child from self-administering prescription or non-prescription medication. Any action or inaction of Releasees shall be subject to the terms of this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT. I, on behalf of my Child, understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with my Child's self-administration of medication.
4. I, on behalf of my Child, understand and agree that Releasees do not have medical personnel available at the location(s) of the Experience. I, on behalf of my Child, understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT. I, on behalf of my Child, understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.
5. It is my express intent that this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT shall bind my Child, the members of his or her family and spouse, if he or she is alive, and his or her estate, heirs, administrators, personal representatives, or assigns, if he or she is deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named Releasees. I, on behalf of my Child, further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me, my Child, or my family, arising out of my Child's participation in the Experience.
6. I, on behalf of my Child, agree that this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT shall be governed in all respects by the laws of the State of Ohio without reference to its conflicts of laws principles. I, on behalf of my Child, expressly consent and submit to the exclusive jurisdiction of any court of competent jurisdiction in the State of Ohio. I, on behalf of my Child, agree that each provision of this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions, which shall remain in full force and effect. I, on behalf of my child, acknowledge and represent that I have READ the foregoing WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, UNDERSTAND it, and SIGN it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, have been made; I am at least eighteen (18) years of age and fully competent; I am the parent or legal guardian of the Child; and I execute this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT for full, adequate, and complete consideration fully intending to be bound and for my Child to be bound by the same.

Child's Printed Name: _____

Parent/Legal Guardian Signature: _____

Parent/Legal Guardian Printed Name: _____

Date: _____