

Indemnification from and Release and Waiver of Liability by Participant and Parent/Guardian

This indemnification from and release and waiver of liability (the "Release") executed on this 22 day of September, 2018, by _____, (the "Participant" or the parent or other legal guardian of a Participant in favor of Our Lady of Perpetual Help Parish (the "Parish"), the Catholic Diocese of Youngstown, Ohio (the "Diocese"), and their administrators, employees and volunteers, all of the same being the "Released Parties."

- 1. Waiver and Release** The Participant, or as the case may be, the parent or legal guardian of a minor or legally disabled or incompetent Participant, does, hereby release and forever discharge and hold harmless the Parish, the Diocese, and all other Released Parties from any and all liability, claims, and demands of whatever nature, either in law or in equity, which arise or may hereafter arise from participation in the event known as The Our Lady Paints in Love Color Run and Walk scheduled for September 30, 2017 at Sunny Lake Park, City of Aurora, Ohio. The Participant or the Parent/Guardian understands and acknowledges that this Release discharges the Parish, the Diocese and all other Released Parties of and from any liability or claim against the Released Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from participation in the same event. The Participant or the Parent /Guardian of a Participant by this agreement acknowledges and thus understands that the Parish, the Diocese or other released party does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
- 2. Medical Treatment** The Participant or the Parent or Guardian of a Participant, as the case may be, does hereby release and forever discharge the Parish, the Diocese, and all other Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the event known as Our Lady Paints in Love Color Run and Walk.
- 3. Assumption of the Risk** The Participant or the Parent or Guardian of a Participant, as the case may be, hereby expressly and specifically assumes the risk of injury or harm in these activities and releases the Parish, the Diocese, and all other released parties from all liability for injury, illness, death, or property damage resulting from the activities of the Participant, including disabled or minor participants, in connection with the event known as Our Lady Paints in Love Color Run and Walk at Sunny Lake Park, City of Aurora, Ohio.
- 4. Insurance** The Participant or the Parent or Guardian of a Participant understands that the parish, the diocese and every other released party does not carry or maintain health, medical, or disability insurance coverage for any Participant.
- 5. Indemnification of Minor's Claims.** Each parent or guardian of a minor Participant, agrees upon demand or suit, to defend, indemnify and hold the parish, the diocese, and all other released parties, from any claims, demands and causes of action now or in the future brought forth in any manner by or on behalf of any minor Participant, including those brought by any such Participant who is currently a minor but who in the future brings a demand, suit or other claim upon or after reaching the age of majority.
- 6. Other** It is intended that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. Participant or parent or guardian of Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court or competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Participant: _____

Parent or Guardian _____
[Required if a Participant is a minor is legally disabled or incompetent]

Address: _____ Email: _____

H Phone: _____ W Phone: _____