



University of Toledo Youth Program/Camp Informed Consent, Voluntary Waiver, Release of Liability, Assumption of Risks, & Media/Photo/Video Release Form

PROGRAM/CAMP INFORMATION

Program/Camp Name: _____
Date(s): _____ Time(s): _____
Location: _____

PARTICIPANT INFORMATION

Name of Participant: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone Number: _____ Date of Birth: _____ Gender: M F

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN BEFORE ANY CHILD IS ALLOWED TO PARTICIPATE IN THE ABOVE REFERENCED PROGRAM/CAMP. (Enter N/A in fields that are not applicable)

I, the undersigned, wish for my Child (hereafter “Child”) to participate in the above referenced youth program (hereafter “Program”) on the date(s) and location(s) indicated above and, in consideration for my Child’s participation, I hereby agree as follows:

I acknowledge, understand and appreciate that as part of my Child’s participation in the Program there are dangers, hazards and inherent risks to which my Child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in the youth program may involve risks and dangers, both known and unknown, and have elected to allow my Child to take part in the Program. Therefore I, on behalf of my Child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the Program. By executing this Release, it is fully understood that my Child may be exposed to COVID-19 and other infections. Similar to other highly contagious viruses, it is understood that it is possible to contract the COVID-19 disease, even if my Child complies with all health and safety measures as required by UToledo (defined below) and as recommended by the Centers for Disease Control and Prevention (“CDC”) and the Ohio Department of Health (“ODH”). It is understood that although UToledo is following the coronavirus guidelines issued by the CDC, ODH, and other experts to reduce the spread of infection, my Child can never be completely shielded from all risk of illness caused by COVID-19 or other infections.

In consideration for my Child’s participation in the above captioned event, I, the undersigned parent/guardian of the minor child indicated below, hereby grant to the University of Toledo, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, the Program Staff, and all other officers, directors, employees and agents (“UToledo”) the right to reproduce, use, exhibit, display, broadcast, distribute, exploit, modify, adapt, and create derivative works of photographs, videotaped images or video/audio recordings of my child (“Materials”) by incorporating them into publications, catalogues, brochures, books, magazines, photo exhibits, motion picture films, videos, electronic media, web sites, and/or other media, or commercial, informational, educational, advertising, or promotional materials or publications related thereto (“Works”). It is agreed that the Works will be used in connection with University business, the activities of the UToledo, or for promoting, publicizing or explaining University activities or events.

Materials may appear in any of the wide variety of formats and media now available to UToledo and that may be available in the future, including but not limited to print, broadcast, videotape, CD-ROM and electronic/online media.

I waive my right to inspect or approve any Works that may be created by UToledo using the Materials and waive any claim with respect to the eventual use to which Materials may be applied.

I understand and agree that UToledo is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Works, and any commercial, informational, educational, advertising, or promotional materials containing the Materials. All electronic or non-electronic negatives, positives, and prints are owned by UToledo. I also understand that neither I nor my child will receive compensation in connection with the use of my child's image.

I, on behalf of my Child, hereby release UToledo from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury to my Child or loss that my Child may suffer while training, preparing, participating and/or traveling to or from the Camp. This Release is binding on my heirs and assigns.

I, on behalf of my Child, furthermore release, indemnify and hold harmless UToledo from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that my Child may suffer, for which my Child may be liable to any other person, that may or does arise out of my Child's participation in the Program, and out of the use of the Materials. I understand that UToledo accepts no responsibility for my Child's personal property.

In the event of an accident or serious illness, I hereby authorize representatives of UToledo to obtain medical treatment for my Child on my behalf. I hereby hold harmless and agree to indemnify UToledo from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Program.

This Release shall be governed by and construed under the laws of Ohio. I agree that any legal action or proceeding relating to this Release, or arising out of any injury, death, damage or loss as a result of my Child's participation in any part of the Program, shall be brought only in the Ohio Court of Claims.

This Release contains the entire agreement between the parties to this Release and the terms of this Release are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my Child but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.

Participant/Minor Child Name _____ Parent/Guardian Name _____

Participant Signature _____ Parent/Guardian Signature _____

Date _____

Date _____

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19