

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT (“AGREEMENT”)**

In consideration of my use of the facilities located at 5400 W. Central Avenue, Toledo, Ohio, n/k/a Pacesetter Fieldhouse and Shadow Valley Tennis Club (“Fieldhouse”), I represent that I understand the nature of my Activity (whether for soccer, baseball, softball, lacrosse or related activities and/or for some other use or rental of the Fieldhouse) and that I am qualified, in good health, and in proper condition to participate in such Activity. I acknowledge that if I believe that event conditions are unsafe, I will immediately discontinue participation in the Activity and use of the Fieldhouse.

I fully understand that my Activity involves the risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of other participants in the event, the conditions in which the event take place, or the negligence of the “Releasees” named below; and that there may be other risks, losses, costs or expenses I may be responsible for as a result of my participation in the Activity.

I hereby release, discharge and covenant not to sue Pacesetter Soccer Club, Shadow Valley Tennis Club, Sylvania Recreation Center including Sylvania Mavericks and Fusion, CSN Enterprises, and the property owners, and their/its/his/her respective shareholders, owners, administrators, directors, board members, agents, officers, volunteers, coaches, referees, umpires, and employees, other participants, any sponsors, advertisers, and, if applicable, the tenants, subtenants and/or lessors of the properties on which the Activity takes place (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, expense or cost which may occur as a result of such claim.

I have read the Releases and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance shall continue in full force and effect. This Agreement is effective subsequent to its execution unless rescinded by an express writing sent to Pacesetter Soccer Club via certified mail.

Further, I agree to reimburse Pacesetter Soccer Club for any damages caused to the Fieldhouse and/or any property maintained therein.

PARENTAL CONSENT:

And I, the minor’s parent or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I incorporate the above terms in connection with my child and/or legal guardian’s use of the Fieldhouse, and further state that I, individually and on behalf of my child and/or legal guardian, hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my child or legal guardian’s behalf, makes a claim against any of the Releases, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, expense or cost which may occur as a result of such claim.

Effective Date: _____ **Team (or Activity):** _____

Participant Name: _____

Participant Address: _____

Parent / Guardian Signature: _____