

Liability Waiver

In consideration of the Participant being permitted to utilize the athletic facilities, services, equipment, and/or programs of Blazing Barracudas, the parent/guardian on behalf of Participant and/or Participant on behalf of myself (if 18 years of age or older) agrees, represents, acknowledges, and understands as follows:

I agree that Participant is personally responsible for his/her safety while using the facilities, equipment, services and programs of Blazing Barracudas, and while participating in, observing and/or attending extracurricular activities and/or programs held by Blazing Barracudas.

Participant affirms he/she is in good health and can participate in all activities and has informed Blazing Barracudas, of any special considerations or health problems (medications, allergies, etc.) relevant to his/her participation in such activities. Participant agrees to comply with the Ohio Department of Health orders, protocols, and rules, and further agrees to comply with Blazing Barracudas, guidelines, protocols, instructions and signage, and OHSAA by-laws, guidelines, policies, protocols and rules, if applicable. Because these facilities are open for use by other individuals, Participant recognizes that he/she is at higher risk of contracting any illness or communicable disease, including but not limited to COVID-19.

COVID-19 is a respiratory disease that can result in serious illness or death. The virus is spread between individuals who are in close contact with each other (within about six feet), primarily through respiratory droplets produced when an infected person coughs or sneezes. With full awareness and appreciation of the risks involved, I, parent/guardian on behalf of Participant and/or Participant on behalf of myself, agree to release the Blazing Barracudas and Hathaway Brown School, its officers, agents, members, and employees (collectively referred to as the "Released Parties"), in their official and individual capacities, from any and all claims, liability, or demands for damages against the Released Parties for any expense, monetary damage, property damage, personal injury, sickness, illness of any nature whatsoever (including physical or emotional), or death, which may be sustained or incurred by Participant in connection with his/her participation and/or related to COVID-19, including as a result of any negligent or reckless acts or omissions of the Released Parties, or any negligent, reckless, willful, or intentional acts or omissions of any other individual.

I, parent/guardian on behalf of Participant and/or Participant on behalf of myself, further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to Participant's use of Blazing Barracudas applicable facilities, tools, equipment, materials, programs, including the fitness center and both on-site and off-site programs affiliated with Blazing Barracudas, whether caused by the negligent, reckless, willful, or intentional acts or omissions of the Released Parties or otherwise specifically related to COVID-19. It is the Participant's express intent that, to the fullest extent allowed by law, this Waiver and Release: (1) shall bind Participant and the members of his/her family, as well as his/her family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased; (2) shall be construed as a release and waiver of any and all claims against the Released Parties by any person in their individual or representative capacities arising out of or related in any way to Participant's participation in and/or utilization of the athletic facilities, services, equipment of Blazing Barracudas; and (3) shall be construed as an agreement to defend, hold harmless, and indemnify the Released Parties for any and all claims, demands, and liabilities, arising out of or related in any way to the Participant's participation in and/or utilization of utilize the athletic facilities, services, equipment, and/or athletic programs of Blazing Barracudas.

Participant agrees that this Waiver and Release shall be construed in accordance with the laws of the State of Ohio. If any term or provision of this Waiver and Release shall be held illegal, unenforceable, or in conflict with any law governing this Waiver and Release, the validity of the remaining portions shall not be affected and shall remain valid and enforceable.