

City of North North Olmsted

Participant Release Form

Informed Consent. Participant (and parent or guardian of minor Participant) acknowledges and consents to the following terms in order to participate in recreational activities and agrees to relinquish rights and claims.

I desire to voluntarily participate in recreational activities at the City of North Olmsted Bike for the enjoyment and/or attempt to improve my physical fitness. I understand that some of the activities are designed to place a gradually increasing workload on the cardio respiratory system and to thereby attempt to improve its function. I understand that there is a risk of certain changes that might occur during or following some exercises. These changes might include abnormalities of blood pressure or heart rate. I understand that the purpose of an individual exercise program is to develop and maintain cardio respiratory fitness, body composition, flexibility and muscular strength and endurance. I may request assistance for a specific exercise plan, based on my needs and interests and my doctor's recommendations. I understand that I am responsible for monitoring my own condition throughout any recreational activities and should any unusual symptoms occur, I will cease my participation and inform the program instructor or manager on duty of the symptoms.

I represent that I understand that the nature and risks inherent in recreational participation. I represent that I am (or my child is) physically capable and qualified to participate in said activities, in good health and in adequate physical condition to fully participate in such recreational activities. I fully understand, appreciate and accept that these activities involve risk of serious bodily injury, including permanent disability, paralysis and death, which harm may be caused by the hazardous nature of and risks inherent in the recreational activities, my own actions or inactions in participation, the negligence of any releasees (including other participants), the willful or wanton misconduct of releasees (including other participants) or arising from the physical condition of the premises or equipment of recreational facilities, as well as alleged defective conditions thereof.

I acknowledge that if, at any time, I believe that the activities or event conditions are or have become unsafe, due to any cause or factor, that I can and will immediately discontinue participation or withdraw consent for my child's participation. I recognize and accept that there may be additional risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages that I (or that my child may) incur as a result of my participation in these activities. In the event that a medical clearance must be obtained prior to my participation in any individual exercise program, I agree to consult my physician and obtain written permission from my physician prior to the commencement of any individual exercise program.

Consent to Medical Treatment. Participant and parent or guardian of minor Participant, hereby certify that the Participant has health care insurance coverage for and otherwise agree to be responsible for the cost of emergency medical treatment, including ambulance transportation, in the event of accidental injury arising from or during participation in recreational programs; further do hereby consent to immediate emergency medical services, treatment and ambulance transportation, as may be necessary, in the event of such accidental injury.

Waiver, Release and Assumption of Risk. In consideration of the City of North Olmsted granting me and my minor children the permission to engage in and assume the risk of recreational activities and/or individual exercise programs with the City of North Olmsted, I/ we agree to assume the risk of such activity and/or exercise and further agree to release, hold harmless and indemnify the City of North Olmsted, its employees, agents and independent contractors (herein collectively identified as the "City") conducting the recreational activity and/or exercise program from any and all claims, suits, losses or related causes of action for damages, including but not limited to, such claims that may result from my/our injury or death, accidental or otherwise, during or arising in any way from recreational activity and/or exercise program, loss of property, personal injury to me/us or the act or failure to act by the City of North Olmsted or its employees, agents or independent contractors. The undersigned further assumes the risk of all dangerous conditions in and about the municipal and public property, both real and personal, and waive any and all specific notice of the existence of such dangerous conditions, if any.

Parties recognize and accept that the City of North Olmsted, Ohio, as well as its public officials and employees, are governed by Ohio Revised Code Chapter 2744 with respect to immunity from liability for governmental and proprietary functions, its negligent actions or inactions, defective conditions or operations upon premises and facilities, as well as alleged willful or wanton disregard of safety. Specifically, Participant (and parent or guardian on behalf of minor children) acknowledges that this Agreement shall govern and extinguish claims that may otherwise be viable under R.C. Chapter 2744., however described, that may be sustained or alleged on account of my (or my child's) participation in such recreational activities or caused by defective conditions at or arising on the premises of recreational facilities, whether alleged to be caused in whole or in part by the negligence of the City, including negligent rescue operations, or the alleged neglect of or defective physical conditions on the land, buildings, premises or equipment of said recreational facilities, or alleged to be caused by any the City's willful, wanton or reckless disregard for safety of Participants.

Consent and Release of Photography. I hereby consent and grant permission to the City of North Olmsted, Ohio, a municipal corporation (herein "City"), to take and use my photograph, persona, image and likeness, as featured individually or in group photographs, video or other digital production, and to publish same in City promotional publications, either print or electronic, including cable television and website entries, as a matter of public affairs and otherwise for noncommercial purposes pursuant to R.C. 2741.02(B), and do so voluntarily, without expectation of payment or other consideration. I understand and agree that these photographic images, including all negatives, transparencies or electronic materials will become the property of City, included in stock files, and will not be returned. I grant and assign to the City any and all rights to copyright protection of said photos/video, including distribution; I further waive any right to royalties or compensation arising from the use or publication of said photos/video. I further give permission to the City the limited authority to share said photos/video with its employees, service contractors, web designers, cable television producers, printers, publicists and similar agents of the City in order to publish City promotional publications. I authorize the City to edit, alter, copy, copyright, exhibit, publish or distribute said photos/video; I also waive any right to inspect or approve the finished product before publication of City promotional media. I hereby hold harmless, release and forever discharge the City from any claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of R.C. 2741.06 or otherwise at common law. I am 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and terms of this release. On behalf of minor children, the undersigned parent or guardian does hereby consent to the terms of this release on behalf of the undersigned child. Undersigned further waives and releases the City from any and all liability for and otherwise consents to publication of juvenile photographic records pursuant to R.C. 149.43.

Compliance with Rules and Regulations. As a condition of participation, I, on behalf of myself as a Participant and / or my minor Participant, agree to adhere to all City of North Olmsted, instructions and directives, rules and regulations for conduct and participation in physical activities, programs and use of facilities.

In signing this consent form, I affirm that I have read this form in its entirety and that I understand the nature of my recreational activity and/or individual exercise program.

Signature of Participant

Date

Signature of Parent or Legal Guardian

Date

(if Participant is under 18 years old)