

# PLAYER WAIVER & RELEASE FORM

Every player must complete the Waiver & Release of Liability Form and give it to a Recreation and Youth Services Dodgeball official before he or she can play. If a player fails to submit their player waiver & release form, the player may not participate.

## ACTIVITY WAIVER & RELEASE OF LIABILITY

### READ CAREFULLY THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of the Adult Dodgeball Tournament organized by the City of Dayton Department of Recreation and Youth Services (RYS) and the Miami Valley Crime Prevention Association (MVCPA), and/or the use of the property, facilities and services of RYS or MVCPA, I agree for myself and (if applicable) for the members of my family, heirs, assigns, executors and administrators, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by RYS Dodgeball, or the volunteers, representatives, or agents of RYS Dodgeball.
2. I agree that I have read and agree to abide by the rules and policies set forth for the use of Greater Dayton Recreation Center (See enclosed)
3. I recognize that there are certain and inherent risks associated with the above described activity, and I assume full risk of personal injury, or loss of property, on behalf of myself and (if applicable) my family members, heirs, assigns, executors, and administrators. I further release and discharge the City of Dayton and MVCPA for injury, loss or damage arising out of my or my family's use or presence upon the facilities of RYS Dodgeball and MVCPA whether caused by the acts or omissions of myself, my family, RYS Dodgeball and MVCPA or other third parties.
4. I hereby waive the right to any claims of personal injury or property loss or damage, and I release, save, hold harmless, and indemnify the City of Dayton and its elected officials, officers, employees and volunteers and the MVCPA against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may arise from my or my family's use or presence upon the facilities of RYS Dodgeball.
5. I agree to pay for all damages to the facilities of RYS Dodgeball caused by my or my family's negligent, reckless, or willful actions.
6. Any legal or equitable claim that may arise from participation in the above shall be resolved under Ohio Law.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Participant Name: \_\_\_\_\_

Team Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_