



Dayton Area Chamber of Commerce, Participation Waiver and Release of Liability

READ BEFORE ACCEPTING / ACKNOWLEDGING

In consideration of being allowed to participate in any way in Dayton Area Chamber of Commerce Generation Dayton Field Day With Dayton Sportcial program the registrant acknowledges, appreciates, and agrees that:

1) Physical Condition: Always consult with your physician before participating in any sport(s) program or other related event. You acknowledge that you are in good physical condition and have no medical reason or impairment that might prevent me from participating in the activities of this program. Further, you agree to stop and consult a healthcare provider if experiencing faintness, dizziness, pain, or shortness of breath at any time while participating in the Dayton Area Chamber of Commerce Generation Dayton Field Day With Dayton Sportcial.

2) Assumption of Risk: there are risks of injury from the activities involved in this program, whether caused by the registrant or someone else. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. THE REGISTRANT VOLUNTARILY ACCEPTS AND ASSUMES ALL SUCH RISKS, both known and unknown and agree that the Dayton Area Chamber of Commerce, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to myself, my spouse, guests, unborn child, or relatives resulting from the negligence of Dayton Area Chamber of Commerce's behalf or anyone else whether related to the activities or not. I agree to indemnify, defend and hold the Dayton Area Chamber of Commerce harmless against any liability, damages, defense costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage caused by my own negligence or other wrongful acts or omissions. The registrant further agrees to hold harmless, defend and indemnify, the Dayton Area Chamber of Commerce from all liability, damages, defense costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by the registrant, guests, or minors, even if the Dayton Area Chamber of Commerce was negligent.

3) The registrant willingly agrees to comply with the stated and customary terms and conditions for participation. If, however, the registrant observes any hazard during participation, they will remove themselves from participation and bring such to the attention of the nearest Dayton Area Chamber of Commerce staff or volunteer representative immediately. By not following the rules of the game, or by playing while intoxicated, or if there is any suspicion of intoxication, the registrant will not be allowed to play and will not receive a refund.

4) This Waiver shall be governed by and construed under the laws of the State of Ohio, exclusive of choice of law provisions, and the State of Ohio in the city of Dayton shall be the forum for any disputes arising hereunder.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND ACKNOWLEDGE IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.