

**SYLVANIA TAMO-SHANTER  
WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNITY AGREEMENT**

Adult Participant Name: \_\_\_\_\_ (Please Print)  
Child Participant Name(s): \_\_\_\_\_ (Please Print)

IN CONSIDERATION for being admitted to Sylvania Tamo-Shanter ("Tamo") and being permitted to attend events, demonstrations, services, and programming (hereinafter "Programs") and/or for my child or children listed above to participate for any purpose, including, but not limited to, observation of, attendance at, or participation ("Participating") in the Programs, I, on my own behalf and on behalf of my Participating children and any of our respective personal representatives, heirs, and next of kin (hereinafter "Releasors") acknowledge, represent, and agree as follows:

I acknowledge that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including thousands of cases in Ohio. I hereby agree, represent, and warrant that neither I nor my Participating children shall visit or utilize the facilities, services, and programs of Tamo within 14 days after (i) returning from highly impacted areas subject to a CDC Travel Health Notice (as may be updated from time to time) or other applicable state restriction; (ii) exposure to any person returning from areas subject to a CDC Travel Health Notice or applicable state restriction; or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. I further agree, represent, and warrant that neither I nor my Participating children shall visit or utilize the facilities and Programs of Tamo if I or my child is (i) experiencing symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath, chills, fatigue, muscle or body aches, headaches, sore throat, or congestion; (ii) have experienced such symptoms within the past 72 hours; or (iii) have a suspected or diagnosed/confirmed case of COVID-19. I agree to notify Tamo immediately if I believe that any of the foregoing access/use restrictions may apply. I have further advised Tamo that due to existing medical conditions and/or religious beliefs I cannot wear a mask in Tamo's facility. I agree, however, to maintain adequate social distancing at all times while at Tamo's facility and to comply with all other safety protocols.

The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities and Programs of Tamo and acknowledges that my admission to Tamo may, despite Tamo's efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, exposure to others, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER TAMO FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION, PARTICIPATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OF THE ON-SITE OR OFF-SITE PROGRAMS AFFILIATED WITH TAMO, I HEREBY AGREE, ON MY OWN BEHALF AND ON BEHALF OF MY PARTICIPATING CHILDREN, TO THE FOLLOWING:

I, ON MY AND MY CHILDREN'S BEHALF, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Tamo, the Sylvania Area Joint Recreation District, the Sylvania Youth Hockey Club, and any of its directors, officers, employees, board members, volunteers and agents (hereinafter the "Released Parties") and release from all liability to the Releasors, for any loss or damage, and any claim or demands on account of any property damage or any injury, illness or the death (whether to me, my Participating children, or any person who may contract COVID-19, directly or indirectly, from any of us) whether caused by the negligence, active or passive, of Tamo or otherwise while me and my Participating children are in, upon, or on the premises or Participating in any Program affiliated with Tamo.

I HEREBY AGREE TO INDEMNIFY, AND SAVE AND HOLD HARMLESS the Released Parties from any loss, liability, damages or costs they may incur, whether caused by negligence, active or passive, or otherwise relating to my or my Participating children's admission to Tamo or participation in its Programs.

I ASSUME FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to me or my Participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of Tamo or while participating in any Programs affiliated with Tamo.

I further expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM TAMO IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING (BUT NOT LIMITED TO) EXPOSURE TO COVID-19 AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO TAMO THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Emergency Contact Name