

## **RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT FOR PARTICIPANT/DEPENDENT**

**By signing this RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT, you are waiving, for you and any dependent, any and all rights to recover damages that result from participation in the Metalwork Merit Badge activities held at Kent State University by the CAC-Ohio chapter of the American Foundry Society.**

1. On behalf of myself, dependents, minor child(ren), assigns, executors, and heirs, I hereby do promise to forever release, discharge, indemnify and hold harmless The CAC-Ohio Chapter of the American Foundry Society ("CAC-Ohio), Kent State University ("KSU") collectively hereinafter referred to as "the Instructors," and their agents, officers, directors, trustees, owners, employees, staff, volunteers, and other individuals associated with the Instructors from any demand, cause of action, or any type of claim whatsoever that is in any way connected with my participation, and/or my minor child's participation, in the Metalwork Merit Badge activity and my use, and/or my minor child's use, of Kent State University's facilities and equipment.
2. I hereby represent and agree that my participation and/or my minor child's participation in the Metalwork Merit Badge activity is entirely voluntarily. I am aware of the inherent and extreme dangers of Metal Casting activities. I am aware that serious bodily injury or even death can result from the inherent dangers of these activities. I expressly agree and promise to accept and assume any and all risks associated with the Metalwork Merit Badge activity. My participation and/or my minor child's participation in the Metalwork Merit Badge activity is voluntary despite these serious risks.
3. I hereby expressly agree to waive my entire right, and my minor child's entire right, to recover damages resulting from an inherent risk of the Metalwork Merit Badge activity.
4. I certify and represent (a) that neither I nor my dependent has any medical or physical condition that could interfere in any way with my or my minor child's health or safety in connection with any of the Metalwork Merit Badge activities, or (b) that I am accepting and assuming any and all risks and costs, and promise to indemnify and hold harmless the Instructors for any and all damages, caused or created directly or indirectly by any such medical or physical condition.
5. I consent to all emergency medical treatment for myself and/or my minor child that may be needed in connection with participation in the Metalwork Merit Badge activity. I agree that all expenses incurred in rendering medical services, including transportation for medical treatment, will be a debt and liability I am solely responsible for and I agree to make any repayment, time being of the essence.

6. I agree to indemnify and hold harmless the Instructors for any and all legal fees that the Instructors may incur in connection with any enforcement of this Release, Waiver of Liability, and Indemnification Agreement.
7. I have read and understand all of the terms of this **RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT** and unconditionally agree to all of its terms and conditions on behalf of myself, dependents, heirs, representatives, executors or administrators. If signing this document on behalf of a minor child, I certify and represent that I have legal custody of the minor child and have full legal authority to sign this **RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT** on the minor child's behalf.

PRINTED NAME OF MINOR CHILD

DATE OF BIRTH OF MINOR CHILD

**\*\*\*\*\*READ AND UNDERSTAND BEFORE SIGNING\*\*\*\*\***

SIGNATURE      DATE

PRINTED NAME

ADDRESS

CITY      STATE ZIP

(\_\_\_\_\_) \_\_\_\_\_  
EMERGENCY PHONE