

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Miami University (“Miami”) and American Legion Buckeye Boys State, Inc. (“ALBBS”) are parties to an agreement, whereby Miami is providing certain facilities and services to assist ALBBS conduct its annual Buckeye Boys State program on Miami’s Oxford campus. I, the undersigned, will be participating in the Buckeye Boys State program from [June 13, 2021, to June 20, 2021] (the “Program”). The term Program shall include all activities related to the Program, including all travel to, from, and during the Program. In consideration of permitting me to participate in the Program on Miami’s premises, I hereby agree to all of the terms and conditions contained in this Assumption of Risk and Release of Liability (this “Release”).

Participation in any educational or recreational camp/program carries the unavoidable risk of physical injury regardless of the aptitude and abilities of the participants. Efforts can be made to reduce these inherent risks, but no matter how careful the participants and staff are, such risks CANNOT BE ELIMINATED. These inherent risks include, without limitation, collisions and impacts with other participants or objects; slips, trips, and falls; falling or landing on uneven, worn, or hard landing surfaces; environmental exposure (e.g. insect stings, sunburn, frostbite, poison ivy, dehydration, etc.); equipment failures (even if the equipment is properly used); the actions, inactions, or negligence of other participants or staff; the aggravation of pre-existing conditions; the transmission of communicable diseases, including the novel coronavirus, which causes COVID-19; and medical emergencies and incidents (e.g. sudden cardiac arrest, allergic reactions and anaphylaxis, communicable diseases, etc.). These risks may result in: minor injuries (e.g. bruises, abrasions, cuts, sprains, etc.); serious injuries (e.g. broken bones, dislocations, muscle pulls, concussions, cardiac arrest, large lacerations/avulsions, etc.); and catastrophic injuries (e.g. brain injury, paralysis, death, etc.).

DESPITE THESE RISKS, I KNOWINGLY AND VOLUNTARILY DESIRE TO PARTICIPATE IN THE PROGRAM. I HEREBY ACKNOWLEDGE AND UNDERSTAND THAT I HAVE BEEN STRONGLY ENCOURAGED TO ASSESS MY HEALTH AND ABILITY TO PARTICIPATE IN THE PROGRAM, AND AGREE THAT I HAVE DONE SO.

On behalf of myself, and my heirs, next of kin, successors, executors, administrators, and assigns (the “Releasing Parties”), I knowingly and voluntarily assume full responsibility for any and all risks or losses, or personal injury, including death, that I may sustain as a result of my participation in the Program. To the fullest extent permitted under law, I agree, for myself and the Releasing Parties, to release and hold harmless Miami, its trustees, officers, employees, volunteers, agents, and contractors (the “Miami Parties”) from any present or future claim for personal injury, illness, emotional injury, death, or property damage arising directly or indirectly from my participation in the Program, including allegations or claims of negligence on the part of Miami and/or the Miami Parties; provided, however, that this Release shall not apply to the gross negligence (or more culpable conduct, such as willful or wanton misconduct) of Miami and/or the Miami Parties. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is governed by the laws of the State of Ohio. Nothing in this Release shall be construed as a waiver of the sovereign immunity of Miami, the Miami Parties, and/or the State of Ohio beyond the waiver provided in Ohio Revised Code 2743.02.

COVID-19 WARNING STATEMENT. The current COVID-19 outbreak creates unique risks related to participation in the Program, because COVID-19 is an extremely contagious disease that is believed to spread mainly from person-to-person contact. Participation in the Program may involve close person-to-person contact for an extended duration of time, which increases the likelihood of disease transmission, regardless of the degree of care that individuals take to reduce the risk of transmission. If a Program participant is in close proximity with an individual who is COVID-19 positive, then such Program participant’s odds of contracting the disease will increase, even if the COVID-19 positive individual is asymptomatic, and even if such Program participant and others are wearing face coverings, gloves, etc.

MY PARTICIPATION IN THE PROGRAM IS **ENTIRELY VOLUNTARY**. BY ENGAGING IN THE PROGRAM, THE UNDERSIGNED AGREES THAT: (1) MY PARTICIPATION IN THE PROGRAM DURING THE COVID-19 PANDEMIC IS PARTICULARLY DANGEROUS, AND INVOLVES THE INHERENT RISK OF SERIOUS ILLNESS AND/OR DEATH; AND (2) I AM VOLUNTARILY PARTICIPATING IN THE PROGRAM DURING THE COVID-19 PANDEMIC WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF ILLNESS, INJURY, AND/OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF MIAMI, THE MIAMI PARTIES, OR ANY OTHER PERSON OR ENTITY.

[Signature Page Follows]

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Signature Page

I HAVE READ THIS ENTIRE RELEASE AND I UNDERSTAND ITS TERMS AND PROVISIONS. I AGREE THAT THIS RELEASE IS A BINDING AGREEMENT, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY. I UNDERSTAND AND AGREE THAT BY SIGNING BELOW I WILL WAIVE AND FOREVER RELINQUISH ANY AND ALL CLAIMS THAT I MAY HAVE, WHETHER KNOWN OR UNKNOWN, AND WHETHER ANTICIPATED OR UNANTICIPATED, AGAINST MIAMI AND/OR THE MIAMI PARTIES ARISING OUT OF MY PARTICIPATION IN THE PROGRAM.

Signature

Date

Printed Name

Telephone

Address

I UNDERSTAND AND AGREE THAT IF I AM SIGNING THIS RELEASE ON BEHALF OF A MINOR CHILD, THAT: (1) I WILL BE GIVING UP THE SAME RIGHTS FOR THE MINOR AS I WOULD BE GIVING UP IF I SIGNED THIS RELEASE ON MY OWN BEHALF, AND (2) I PERSONALLY REPRESENT AND WARRANT THAT I AM AUTHORIZED TO SIGN THIS RELEASE ON BEHALF OF THE MINOR.

Parental/Legal Guardian Co-Signature (if under 18)

Date

Printed Name

Telephone

Relationship with Minor