



# Fountain Square Broomball League

## Waiver of Liability and Release Agreement

I, \_\_\_\_\_ wish to participate in the Fountain Square Broomball League (the "Activity") offered by Fountain Square Management Group LLC (FSMG) from January 3, 2010 to February 21, 2010. As a precondition to participating in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

**1. Assumption of Risk.** Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, which may be sustained by me as a result of participating in the Activity.

**2. Liability Release.** In consideration for Fountain Square Management Group LLC allowing me to participate in the Activity, I agree I will not sue FSMG and I release FSMG from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted.

**3. Indemnification.** I agree to indemnify and hold harmless FSMG from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the FSMG may incur arising from my involvement in the Activity.

**4. Warranty of Physical Fitness.** I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand FSMG has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and FSMG is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

**5. Emergency Medical Treatment.** I grant FSMG permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by FSMG shall be subject to the terms of this Agreement. I understand and agree that FSMG assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the state of Ohio, without regard to its conflict of laws provision. The courts in Hamilton County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read this Release Agreement, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Age

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Team Manager