

## SPECIAL OLYMPICS OHIO AND BATTLE OF THE BUSINESSES RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY

In consideration of participating in the Special Olympics Ohio 2020 Battle of the Businesses \* (Activity), I represent that I understand the nature of the Activity, the event(s) in which I participate, and that I am at least 19 years of age, qualified, in good health, and in proper physical condition to participate in any such events during the Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that the Activity and the event(s) in which I participate involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the Activity, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the event.

Additionally, I grant permission to the Battle of the Businesses, on behalf of the Special Olympics of Greater Dayton and its agents or employees, to use photographs and/or videos taken of me for use in the promotion of the Battle of the Businesses and/or Special Olympics including use in brochures, newsletters, and electronic versions of the same through publications or on the Battle of the Businesses web site ([www.daytonbattle.org](http://www.daytonbattle.org)) or other electronic forms, social media such as but not limited to Facebook, or other media, without notifying me. I hereby waive any right to inspect or approve the finished photographs/videos or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph/video.

I hereby release, discharge, and covenant not to sue the Battle of the Businesses, Special Olympics Ohio, Special Olympics International, Inc., their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

*\* The Special Olympics Ohio 2020 Battle of the Businesses Activity includes the following Events: Volleyball, Miniature Golf, Cornhole Ladder, Trivia Night, Tug-of-War, Team Ski, Bowling, Obstacle Course, Wind Sprint Relay, Punt, Pass & Place Kick, Soccer Dribble, Sack Race and CEO Water Balloon Toss.*

**SPECIAL OLYMPICS OHIO AND BATTLE OF THE BUSINESSES  
2020 RELEASE AND WAIVER OF LIABILITY  
ASSUMPTION OF RISK AND INDEMNITY**

My signature indicates that I have read the Release and Waiver of Liability on the reverse side of this form and agree to all its stated terms and conditions.

**Women**

**Men**

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Participating Company

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Coach's Signature to Validate Signatures