

**KENT STATE UNIVERSITY
USE OF UNIVERSITY FACILITIES
HOLD HARMLESS AGREEMENT AND RELEASE**

I, _____, the undersigned, am 18 years of age or older and therefore an adult according to the law of the state of Ohio, and have entered into an agreement for the use of certain facilities at Kent State University ("University"), specifically _____ (herein referred to as "facility") from _____ [starting date] to _____ [ending date], for the event _____ [name of event].

I understand and recognize that I am responsible for my own well-being and the well-being of the other participants. I declare that I recognize that it is in my best interest, as well as that of the other participants, to follow the suggestions, guidelines, and/or rules of the facility and of the University as they are posted at the facility, made available to me at www.kent.edu, and/or by other means.

I fully understand and appreciate the potential dangers, hazards and/or risks, directly and/or indirectly inherent in my participation, which could also include the loss of life, serious loss of limb, or loss of property. My use of University property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and I use such facility at my own risk. I agree to utilize all available safety measures including following the advanced safety training, and wearing all necessary protective gear

I understand that any University personnel or agents that may be participating are not necessarily medically trained to care for any physical or medical problems that may occur during this class. I further understand that the University does not carry medical or liability insurance for me while I am at the University. By placing my signature below, I acknowledge to the University that I have adequate medical and hospitalization insurance for any injuries that I may incur.

NOW, THEREFORE, in consideration for receiving permission to use the facility, I agree to indemnify and hold Kent State University, its Board of Trustees, agents, officers, and employees, and student volunteers harmless for any and all direct, indirect, special or consequential damages, or costs, legal and otherwise, which I may incur as a result of my use of the facility, even if due to the negligence of Kent State University or any person serving in the above-identified capacities.

I have read the above terms of this Agreement/Release, and I understand and voluntarily agree to the terms and conditions and that I am giving up substantial rights including my right to sue. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I acknowledge that I am signing the agreement freely and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Signature

Date:

Witness Signature

Date:

As a parent/guardian on behalf of the above-named minor, I have read the above terms of this Agreement, and I understand and agree to the terms and conditions stated herein. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I further agree to indemnify Kent State University, its agents, officers and employees against any action brought against KSU by the above-named Participant, including but not limited to an action brought by him or her upon reaching the age of majority. I warrant that I am authorized to execute this Agreement and Release on behalf of the above-named minor.

Parent/Guardian Signature

Date: