

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
INDEMNITY, AND CONSENT TO USE LIKENESS AGREEMENT

IN CONSIDERATION of being permitted to observe, work for, or participate in any way in the DEERFIELD TOWNE CENTER 'YOUR WALKING CLUB' ("EVENT") or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), THE UNDERSIGNED, for him or herself, personal representatives, heirs, and next of kin:

1. Acknowledges, agrees and represents that he/she has or will immediately upon entering any of such RESTRICTED AREA, and will continuously thereafter inspect the RESTRICTED AREAS which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and feels any to be unsafe, he/she will immediately advise the officials of such and, if necessary, will leave the RESTRICTED AREAS and or refuse to participate further in the EVENT.
2. HEREBY RELEASES, WAIVES, COVENANTS NOT TO SUE, AND FOREVER DISCHARGES the promoters, participants, rescue personnel, sponsors, advertisers, premises and EVENT inspectors, surveyors, underwriters, consultants and other who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT, owners and lessees of the premises used to conduct EVENT and their directors, officers, agents and employees, subsidiaries, affiliates, shareholders, members, successors and assigns all for the purpose herein referred to as "Releases," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT whether caused by the NEGLIGENCE OR RELEASEES or otherwise.
5. HEREBY acknowledges that there may be dangers, hidden or otherwise, involved with participating in the EVENT which involves the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASES.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESUCE OPERATIONS and is intended to be a broad and inclusive as is permitted by the laws of the Province or State in which the EVENT is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
  
7. HEREBY permits DEERFIELD TOWNE CENTER / DEERFIELD TOWNE CENTER Shopping Center to use his/her photos and his/her likeness in all forms and media for any advertising, portfolio, demo, trade, stock, photography, editorial, altering without restrictions, and all other lawful purposes. The undersigned understands and expressly agrees that he/she is not entitled to any compensation for the use of his/her likeness. Furthermore, the undersigned releases and forever discharges the photographer(s) from any claims and/or liability related to the use of his/her likeness.

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND CONSENT TO USE LIKENESS AGREEMENT, AND DO FULLY UNDERSTAND ITS TERMS. FURTHERMORE, I ACKNOWLEDGE AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY DUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**AUTHORIZATION AND CONSENT OF PARENT(S) OR LEGAL GUARDIAN(S)**

1. I hereby declare that I have legal custody of the above named child.
  
2. I hereby acknowledge that I have read and understand this entire document and specifically consent to each and every provision provided herein.
  
3. I hereby grant my full permission and consent for \_\_\_\_\_ (name of minor) to participate in the EVENT.

4. I hereby grant my full authorization to administer general first aid treatment for any injuries or illnesses experienced by the minor. If the injury or illness is life threatening or in need of emergency treatment, I authorize the summoning of any and all professional emergency personnel to attend, transport, and treat the participant and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state in which such treatment is to occur.
  
5. In the event that more than one legal guardian exists, the use of the singular shall incorporate the plural.

Under penalty of perjury under the laws of the state of Ohio, I attest to the truthfulness, accuracy, and validity of the forgoing statement.

Guardian 1's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian 2's Signature: \_\_\_\_\_ Date: \_\_\_\_\_