

## **MALVERN YOUTH ATHLETIC ASSOCIATION**

### **WAIVER OF LIABILITY FOR MINOR AND PARENTS/GUARDIANS AND MEDIA RELEASE**

Effective as of the date executed below, I, as parent/guardian with legal responsibility for my minor child(ren)/ward(s), acknowledge that my child(ren)/ward(s) will be engaged in activities that involve risk of injury at Malvern Youth Athletic Association ("MYAA") and I do recognize and assume that risk, whether foreseeable or not reasonably foreseeable, on behalf of my child(ren)/ward(s), and consent on behalf of my child(ren)/ward(s), in connection with participation in activities of recreation and instruction at MYAA.

#### **Ohio Department of Health Concussion Information**

I, as parent/guardian with legal responsibility for my minor child(ren)/ward(s) acknowledge I have received and read the Ohio Department of Health Concussion Information Sheet for Youth Sports Organizations.

#### **Sudden Cardiac Arrest and Lindsay's Law Form**

I, as parent/guardian with legal responsibility for my minor child(ren)/ward(s) acknowledge I have received, read and executed the Ohio Department of Health Sudden Cardiac Arrest and Lindsay's Law Form.

#### **Health Verification and Waiver**

I acknowledge, agree, and represent that I understand on my own behalf and on behalf of participating minor child(ren) of which I am guardian over, the nature of the activities at MYAA and that I and/or the minor child(ren) participant(s) am qualified, in good health, and in proper physical condition to participate in such activity(s). I further agree and warrant that if at any time I believe conditions to be unsafe, I or the minor child(ren) participant(s) will immediately discontinue further participation. IN CONSIDERATION OF my child(ren)/ward(s) being allowed to participate in any way in the MYAA related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) to my child from the activities involved in these programs are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
2. FOR MYSELF, SPOUSE, AND CHILD(REN), I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF MYSELF, SPOUSE, AND CHILD(REN) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY CHILD(REN)'S PARTICIPATION; and
3. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child's readiness for participation and/or in the program itself, I will remove my child from the participation and bring such attention of the nearest official immediately; and
4. I MYSELF, MY SPOUSE, MY CHILD(REN)/WARD(S), AND ON BEHALF OF MY/OUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE AND HOLD HARMLESS MYAA, THEIR AFFILIATES, ADMINISTRATORS, DIRECTORS, AGENTS, ASSIGNS, COACHES AND THEIR EMPLOYEES, OTHER PARTICIPANTS, AND SPONSOR AGENCIES (COLLECTIVELY "RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCIDENT TO MY CHILD'S INVOLVEMENT OR PARTICIPATION IN THESE PROGRAMS, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW; and
5. I, FOR MYSELF, MY SPOUSE, MY CHILD(REN)/WARD(S), AND ON BEHALF OF MY/OUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY INDEMNIFY AND HOLD HARMLESS ALL RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY, MY SPOUSE, MY CHILD(REN)/WARD(S) INVOLVEMENT OR PARTICIPATION IN THESE PROGRAMS, EVEN IF ARISING FROM THE RELEASEES' NEGLIGENCE, TO THE FULLEST EXTENT PERMITTED BY LAW; and
6. I, the parent/guardian, assert that I have explained to my child(ren)/ward(s): the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child(ren)/ward(s) understands this agreement.
7. I further agree to comply with any and all federal, state, local and facility rules or regulations including, but not limited to, those related to health, safety and/or the spread of a contagious disease.

**Media Release.** Effective as of the date executed below, approval for past use and permission for present and future use is being granted to MYAA to use photographs, video, or other images taken at any MYAA event of myself, my spouse, or child(ren)/ward(s) (collectively the “Photographed Party”). Furthermore, I acknowledge and agree that by attending an MYAA event and/or participating in a MYAA program, I am granting such permission to MYAA. For good and valuable consideration received, the receipt and legal sufficiency of which is hereby acknowledged, the Photographed Party hereby grants to MYAA, MYAA’s assigns, and those persons acting with MYAA’s authority and permission, the right to take and create photographs/videos and other still and or moving images (in all formats) and other graphical depictions incorporating the Photographed Party’s likeness, in any and all media, whether now known or hereafter created (the “Content”). The Photographed Party further authorizes the use of any and all photographs and video footage taken of the Photographed Party, and any reproduction of them in any form in any media whatsoever and in any derivative work based thereon throughout the world, and to use them to publicize, promote, and advertise, including but not limited to use for point of sale advertising. The Photographed Party hereby agrees that all rights in and to the Content, including the copyright are and shall remain the sole property of MYAA, free and clear from any claims by the Photographed Party or anyone acting the Photographed Party’s behalf.

MYAA’s rights include, but are not limited to, the rights, in perpetuity, to: use, reuse, publish and republish the Content; alter modify or otherwise change the Content in any manner MYAA desires; combine the Content with textual matter and or o with other pictures and or media; and use the content for illustration, promotion, art, editorial, advertising, trade, publishing, or any other purpose whatsoever.

The Photographed Party hereby releases, discharges, and agrees to hold harmless MYAA, MYAA’s heirs, legal representatives and assigns, and all persons acting under MYAA’s authority or those for whom he/she is acting, from any liability by virtue of any use of the Content or any changes or alterations made thereto.

**I WARRANT AND REPRESENT THAT I AM THE PARENT/LEGAL GUARDIAN OF THE CHILD(REN)/WARD(S) LISTED BELOW. I HAVE READ THE ABOVE AUTHORIZATION, WAIVER, RELEASE AND AGREEMENT, PRIOR TO ITS EXECUTION, AND I AM FULLY FAMILIAR WITH THE CONTENTS THEROF. THIS RELEASE SHALL BE BINDING UPON ME, MY HEIRS, AND LEGAL REPRESENTATIVES AND ASSIGNS.**

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_

Phone No.: (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Child (1) or Ward’s Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Child (2) or Ward’s Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Child (3) or Ward’s Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Child (4) or Ward’s Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_