

## SICSA STUDENT INTERN PROGRAM

### **MINOR PARTICIPANT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (READ CAREFULLY BEFORE SIGNING)**

In consideration of executing this **Minor Participant Release and Waiver of Liability and Indemnity Agreement** (this "Release and Waiver") and allowing the Minor Participant listed below to participate in any way in the SICSA Pet Adoption & Wellness Center ("SICSA") Student Intern Program, now or at any time in the future (each participation an "Event" or "Events"), I, the parent or legal guardian listed below, for myself, my personal representatives, heirs and next of kin agree to the following.

#### **PARENT OR GUARDIAN REPRESENTATIONS AND WARRANTIES**

I acknowledge and represent that: (1) I am at least 18 years of age; (2) I am the parent or legal guardian of the Minor Participant; (3) I have informed myself about the Events; (4) I have authorized the Minor Participant to participate in one or more Events after careful consideration of the risks that may be associated with the Events; (5) I understand that animals, even under the best of circumstances, may be unpredictable, may bite or scratch and may transmit zoonotic disease and I certify that the Minor Participant is in good health and that the Minor Participant has no conditions or impairments which would preclude the Minor Participant's safe participation in volunteering at an Event, including that the Minor Participant is current on all medical vaccinations, including but not limited to tetanus, or that I have made the decision to not vaccinate the Minor Participant and understand the risks associated with that decision; (6) I warrant that I will agree to assume full financial responsibility for any and all damages to, or losses of, the real or personal property of SICSA or any third party caused directly or indirectly, in whole or in part, whether or not foreseeable, by the Minor Participant, as determined by SICSA in its sole and absolute discretion, and I further agree to indemnify and hold harmless the Released Parties from any third-party claims related thereto; (7) I understand that the Minor Participant's participation in any Events may be revoked or suspended at any time for non-compliance or safety issues, as may be determined by SICSA in its sole discretion; and (8) I further recognize and agree that I am executing this Waiver and Release on behalf of myself and on behalf of the Minor Participant.

#### **ACKNOWLEDGEMENT OF RISK**

I consent to the Minor Participant's participation in the Event and activities related to the Event and acknowledge that the Minor Participant and I fully understand the Minor Participant's participation may involve risk of serious injury or death, including losses which may result not only from the Minor Participant's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the Event or activity is being conducted, and/or the rules of play of this type of Event or activity. Such risks include but are in no way limited to: (1) slips, trips, and falls, (2) dog, cat, or other animal bites or scratches, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with volunteer participation and that said list in no way limits the operation of this Release and Waiver. Such risks and dangers may be caused by the Minor Participant's own actions or inactions. I also acknowledge that any injuries the Minor Participant may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties (as hereinafter defined). I further acknowledge there may be other risks and economic losses, which may be known to me or may be unforeseeable, that are presented by the Minor Participant's participation in any Event held by SICSA. I understand that if I have any risk concerns, I should discuss the risks associated with the Minor Participant's participation with the activity coordinators and Event staff, before I sign this document and before any activity or Event begins.

#### **CORONAVIRUS/COVID-19 WARNING & DISCLAIMER**

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in an Event could increase the risk of contracting COVID-19. SICSA in no way warrants that COVID-19 infection will not occur through participation in an Event or accessing SICSA's facilities.

#### **WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE**

I further agree to indemnify, save and hold harmless SICSA, its officers, directors, employees, volunteers, agents, representatives and insurers (the "Released Parties") from any and all claims, causes of action, demands, losses, damages and liabilities for indemnities, contribution or otherwise arising from the Minor Participant's participation in an Event, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, with respect to any personal injury, property damage, death or accident of any kind, arising out of or in any way related to an Event, whether that participation is supervised or unsupervised, however the injury or damage occurs, including but not limited to the negligence of the Released Parties.

I acknowledge and agree that this Release and Waiver is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by the Minor Participant while on the property or in any way related to the Event activities and is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**EMERGENCY MEDICAL CARE**

In the event that I or an alternative contact provided in writing to SICSA cannot be reached in the event of an emergency, I authorize SICSA and its representatives to act on my behalf with respect to the provision of such care, and I consent for any and all treatment. I further agree to use my or the Minor Participant’s personal medical insurance as a primary medical coverage payment if accident or injury occurs and agree to pay all costs and expenses incurred in connection with any medical care provided, including the cost of transportation.

**RIGHT TO USE PHOTOGRAPHS, VIDEO, AND IMAGES OF MINOR PARTICIPANT**

I understand that public relations are an important part of the activities conducted at SICSA. I hereby authorize SICSA to use, without notice or compensation, the likeness of the Minor Participant in any and all social media, photographs, video and images, and to further include the Minor Participant’s name in any materials that promote SICSA’s services and programs, or to publicize any event, or for any other lawful purpose (including but not limited to, the right to edit, alter, copy, publish or distribute). I understand and agree that all film, prints and negatives become the sole property of SICSA and may be used by SICSA without payment or royalties or any other consideration or prior notification.

This Release and Waiver will be governed by and interpreted in accordance with the laws of the State of Ohio. I agree that any action arising out of this an Event or this Release and Waiver must be brought exclusively in any state or federal court located in Montgomery County, Ohio. If any provision of this Release and Waiver is deemed invalid, void or unenforceable, such provision shall be considered severed from this Release and Waiver and the remaining provisions shall be given full force and effect. No change, modification, amendment, or addition of or to this Release and Waiver shall be valid unless in writing and signed by SICSA’s President and Chief Executive Officer. This Release shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

**I HAVE READ AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AND DO SO WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I UNDERSTAND THAT THE MINOR PARTICIPANT’S PARTICIPATION IN THIS EVENT IS VOLUNTARY AND RELEASING THE RELEASED PARTIES IS PART OF THE CONSIDERATION FOR THE MINOR PARTICIPANT BEING ALLOWED TO PARTICIPATE. FOR THE AVOIDANCE OF DOUBT, THIS RELEASE AND WAIVER SHALL COVER EACH EVENT THE MINOR PARTICIPANT PARTICIPATES IN WITH SICSA.**

I HAVE READ THIS RELEASE AND WAIVER  
Parent or Guardian (Signature)

Circle One:  
Father / Mother / Guardian

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

\_\_\_\_\_  
Emergency Contact Number

\_\_\_\_\_  
Date

Name of Minor Participant:  
\_\_\_\_\_

*Please print clearly and complete one form per Minor Participant if you have more than one minor participating in an Event or Events.*

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