**PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

I, (the “Participant”), am participating in or observing the \_**Winter Blast Activities**\_ (the “Program”) located at Lock 3 within the City of Akron (the “Facility”). The Undersigned shall abide by all of the rules, policies, instructions, and directions of the City of Akron, including but not limited to any instructors or coordinators, related to the Undersigned’s participation in the Program or use of the Facility.

The Undersigned understands that the Program may include strenuous physical activity, including but not limited to, bicycling, skating, sledding, or other aerobic activity, and that certain activities within the Program may occur on ice or around icy structures and which further may utilize equipment, balls, machines, materials, or other items which could cause injury (the “Materials”). The Undersigned further understands that the ice and surrounding areas may be slippery and the condition of the ice surface cannot be guaranteed to be smooth or without ruts, holes, cracks, or other natural variances caused by natural elements. Additionally, the Undersigned agrees and acknowledges that other users or participants may also be participating in the Program and/or using the Materials at the same time as the Undersigned and that collisions or other interactions with those other users or participants may occur. The Undersigned further understands that the City of Akron does not carry medical or liability insurance for the Undersigned while he or she is observing or participating in the Program or using the Facility. The City of Akron strongly recommends that the Undersigned consult with a physician before participating in the Program. The Undersigned hereby acknowledges, agrees, and represents that he or she (1) is physically capable of participating in the Program; (2) understands the risks involved in participating in the Program; (3) is responsible for his or her own well-being; (4) understands and appreciates the potential dangers, hazards and/or risks directly and/or indirectly inherent in participating in the Program, which could include the loss of life, limb, or property; (5) shall be solely responsible for the cost of any injuries or medical expenses that he or she may incur as a result of observing or participating in the Program; and (6) that prior to using the Materials that he or she will inspect any such Materials for safety and functionality.

In consideration for being permitted to participate in the Program, the Undersigned hereby expressly and voluntarily releases, waives, discharges, covenants not to sue, and agrees to indemnify and hold harmless: the City of Akron, Lock 3, and the Akron Recreation Bureau, and their agents, officers, officials, employees, volunteers, contractors, coordinators, and instructors (the “Released Parties”) from all liability to the Undersigned for any loss, cost, or damage to person, property, or otherwise and/or any claim or demands therefrom on account of any loss, liability, damage, cost, injury, illness, or death, whether caused by the negligence of the Released Parties or otherwise while the Undersigned is in, upon, or about the Facility or as a result of the Undersigned’s participation in the Program. The Undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of the Released Parties or otherwise, while participating in the Program.

The Undersigned agrees to allow his or her image to be used by the City of Akron for any legal purpose including, but not limited to, use on social media sites. The Undersigned further acknowledges that any photography, video recordings, or audio recordings taken by the City of Akron or its agents before, during, or after the Program or at the Facility shall be the express property of the City of Akron.

The Undersigned has read, affirms that he or she is of legal age, and voluntarily signs this Release, Waiver of Liability, and Indemnity Agreement, and further agrees that no oral representations, statements or inducements, apart from the forgoing written agreement, have been made or relied upon in executing this agreement. The Undersigned further expressly agrees that the forgoing Release, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that if any portion thereof is held to be invalid, it is agreed that the balance shall continue in full legal force and effect.

**I acknowledge that I am signing this 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

Emergency Contact: Relation To: Phone Number