

## LIABILITY WAIVER AND RELEASE FORM

In consideration of being allowed to participate in the TUFF Bags Program at 1060 Cookson Ave SE New Philadelphia, OH 44663, I, for myself, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS the Tuscarawas County Juvenile Court from any and all liabilities associated with my/our participation in the TUFF Bags Program. I hereby agree to waive and release, on behalf of myself, my spouse, my children, my parents, my heirs, assigns and personal representatives, the right to sue or make any claim of liability against Tuscarawas County Juvenile Court for any injuries I sustain in participating in the TUFF Bags Program.

I further agree and acknowledge the following:

1. **Acknowledgment of Risk:** I recognize the fact that there are dangers, inherent and otherwise, which may or may not be expressed in this document, in the participation of the TUFF Bags Program. I understand that no amount of care, caution, instruction, or expertise can eliminate these dangers. As is the case with all physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated.
  
2. **Assumption of Risk:** In recognition of the known and unknown risks of the TUFF Bags Program, I confirm that I am physically and mentally capable of participating. I Expressly Agree and Promise to Accept and Assume All of the Risks Existing in any activity involved in the TUFF Bags Program. My participation in this activity is purely voluntary, and I knowingly elect to participate in spite of all of these risks. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules.
  
3. **Waiver of Negligence:** This waiver and release shall release Tuscarawas County Juvenile Court to the fullest extent permitted by law. I agree that I, my children, my parents, my heirs, assigns, personal representatives, guardians, and estate shall not make a claim against, sue, attach the property of, or prosecute Tuscarawas County Juvenile Court for any injury or damage resulting from negligence or other acts, how so ever caused, as a result of my participation in the activities of the TUFF Bags Program.
  
4. **Indemnity Clause:** To the extent permitted by law, I hereby agree to indemnify and hold harmless Tuscarawas County Juvenile Court from any and all liabilities or claims made by other individuals or entities as a result of my actions or any failure of any equipment I use, or while I am engaged in any activity involving the TUFF Bags Program, including any litigation, expenses, attorney's fees, lawsuits, liability, damage, or cost which may occur as a result of any such claims. Should Tuscarawas County Juvenile Court be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.

**5. Governing Law, Jurisdiction and Severability Provisions:** This waiver and release of liability shall be governed by Ohio law and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event that I file a lawsuit against Tuscarawas County Juvenile Court, I agree to do so solely within the State of Ohio. I agree that if any portion of this waiver and release of liability is held to be invalid, the rest shall nonetheless remain in full force and effect.

**6. Entire Agreement:** This document constitutes the entire agreement between the parties and it cannot be changed or modified except in writing.

**I, FOR MYSELF, AND CHILD/WARD, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the TUFF Bags Program, I may be found by a court of law to have waived my right to maintain a lawsuit against Tuscarawas County Juvenile Court on the basis of any claim from which I have released them herein. I hereby exempt and relieve Tuscarawas County Juvenile Court and associated parties from liability to include but not limited to personal injury and property damage. I have carefully read all pages of this agreement and fully understand its contents. I am signing this at my own free will.

---

Signature

---

Print Name

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Date

Children's Names:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_