RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Release of Liability and Indemnification Agreement ("Agreement") by and between the undersigned individual ("Student") and Mercy McAuley High School, including its employees, Board members and insurers, ("School"), a nonprofit corporation organized under the laws of the State of Ohio.

In consideration of being permitted to use the School's strength and conditioning facility, any equipment, and machines and to receive coaching at the School (collectively, "Facilities"), along with the mutual promises, covenants and agreements hereinafter set forth, the student agrees as follows:

1. Student expressly acknowledges and agrees to each of the following:

    a. The permission of the Student to use the Facilities may be revoked in the School's complete discretion at any time or for any reason whatsoever including whether or not any term, covenant or provision of this Agreement is violated;

    b. There are inherent risks involved in the use of the Facilities including, without limitation, physical injuries such as muscle sprains, muscle tears, torn ligaments, broken or fractured bones, death and other incidents of serious bodily harm in addition to all other injuries, whether psychological, emotional or otherwise (collectively, "Risks"), and Student hereby expressly assumes all Risks and all responsibility, whether legal or otherwise, for the Risks as they relate to Student;

    c. That, in the event Student suffers, or causes to a third party, any harm, injury or damage whatsoever, Student hereby forever release and hold harmless the School along with all of its employees, coaches, trainers, agents and/or representatives (these groups along with the School are hereinafter collectively referred to as the "Indemnified Parties") from any and all claims, causes of action, injuries, damages and/or harm whatsoever arising from Student's or any third party's use of the Facilities regardless of any misconduct or negligence, whether gross, willful or otherwise, of any of the Indemnified Parties; and

    d. Student is bound, and will abide by, any and all rules and/or regulations regarding the Facilities posted on or about the School's premises pertaining to the Facilities or any use thereof.

2. If Student is a minor, the parent/guardian of the student assumes all responsibility for minor's actions and inactions under this Agreement;

3. Student and/or Parent/Guardian have read, and understand the contents of, this Agreement in its entirety and agrees to be bound to and by every provision herein.

4. This Release shall be governed by Ohio law.

Student's Signature:_____ Student's Name (Print): _____

Date: _____

If Student is a minor, signature of parent/guardian is required.

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____

Date: _____