WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, OCTOBER 13, 2025
JAMES R. MCILVAINE PERFORMING ARTS CENTER AT WADSWORTH HIGH SCHOOL
625 BROAD STREET

AGENDA ADDENDUM

VIII. Administrative Items

A. Personnel Consent ItemsAction Consent Items

1. Employments

b) Non-teaching School Employees

(4) Ashlyn Janeczek

d) Supplemental Contracts

(4) Kip Shipley, Varsity Asst. Wrestling Coach (Girls)

C. Action Consent Items

12. Recommendation to approve the Wadsworth Middle School Esports Ohio School Program Membership Application and Waiver and Release of Liability for the 2025-2026 school year

XI. Board Member Items

A. Ratification of Resignations

2. Christine Putz, Non-teaching School Employee
3. Kip Shipley, Asst. Wrestling Coach (Volunteer)

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Meeting
October 13, 2025

Agenda Addendum Detail Sheet

VIII. Administrative Items

A. Personnel Consent Items

1. Employments

b) Non-teaching School Employees

(4) Ashlyn Janeczek: Ms. Janeczek is being recommended to fill the special education student aide float position that was left open when Ms. Alexis Kurt moved to another position within the district.

C. Action Consent Item

12. WMS Esports: The Esports Ohio School Program Membership Application and Waiver and Release of Liability for the 2025-2026 School Year for Wadsworth Middle School being recommended for approval will allow our Esports team to compete during the 2025-2026 school year.

ESPORTS OHIO SCHOOL PROGRAM
MEMBERSHIP APPLICATION AND WAIVER AND RELEASE OF LIABILITY

School Name ("***School***") **Wadsworth Middle School** School Year _2025-2026_

Mailing Address **150 Silvercreek Road**

Website www.wadsworthschools.org _____ Telephone 330-335-1410

School Type (select all that apply) ☒ Public ☐ Private ☐ STEM ☐ Vocational

NCES School ID (can be found at http://nces.ed.gov/globallocator/) [redacted]

Total Student Enrollment of Students in School Represented 607

This PROGRAM MEMBERSHIP APPLICATION AND WAIVER AND RELEASE OF LIABILITY ("***Release***") is executed by the above-named School, in connection with a program, service, league, and/or event with **ESPORTS Ohio,** an Ohio not-for-profit corporation ("***ESO***").

WHEREAS, the School wishes to participate in a program, service, league, activity, and or event in connection with ESO (the "***Activity***"); and

WHEREAS, ESO requires, and the School understands and agrees, to certain terms and conditions in order to participate in the Activity, which shall apply to all current and future Activities.

NOW THEREFORE, for valuable and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the School, on behalf of itself, its executors, administrators, beneficiaries, related entities, successors and assigns, hereby agrees as follows:

1. The School agrees to provide a faculty advisor (print below), designated by the School administration, to advise and oversee the School esports program ("***School Program***"), attend all meetings, practices and competitions, and ensure the School Program abides by the regulations of the School, ESO, and all other local, state/provincial, and/or federal laws. ***The School agrees that all competitions must be started by 4pm at the School or a designated physical location with all players and coach(es) in the immediate vicinity. ESO does not allow players to compete from home or independently.***

   Faculty Advisor **C**indy **B**eeman & **S**cott **F**ormhals

   Email cbeeman@wadsworthschools.org; Telephone (330) 335-1410

   _____ sformals@wadsworthschools.org

2. The School agrees to ensure the School Program conducts gaming related events and activities within the School and community.

3. The Activity is provided on an "AS IS" basis and without warranty, guaranty or representation of any kind, expressed or implied, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, and non-infringement. ESO is not responsible for any assurances, guarantees, representations or warranties made or implied by any parties associated with or involved in the Activity, including, but not limited to, any assurances,

guarantees, representations or warranties made by the facility and/or location where the Activity takes place (the "***Facility***"). By participating in the Activity, each School agrees to abide by all Facility and Activity rules and guidelines and accepts all responsibility for the actions of its employees, and/or representatives.

4. The School is aware of and understands that the Activity may be physically and/or mentally strenuous and involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible effect and/or malfunction of the equipment used in the Activity; injuries resulting from contact and/or anticipated contact with objects and/or surfaces in or around the Facility; actions by third parties; reactions to visuals and/or stimulants associated with the Activity; and reactions to audio and/or noises associated with the Activity. In addition, the School recognizes that the exertion of participating in the Activity could result in injury or death.

5. The School WAIVES, RELEASES, and DISCHARGES, from any and all liability, including but not limited to, liability arising from the negligence or fault of ESO and/or their employees, assigns, owners, operators, agents, trustees, legal representatives, and officers (collectively the "***Released Parties***") for the School's and/or participant's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to the School and/or participant including traveling to and from the Activity.

6. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SCHOOL PROGRAM AND/OR ACTIVITY. IF THE SCHOOL PROVES THAT ESO HAS IMPROPERLY DENIED THAT SCHOOL ANY BENEFITS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF DIRECT BENEFITS. BY PARTICIPATING IN THE ACTIVITY, THE SCHOOL WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM MORE THAN ONE (1) YEAR AFTER THE FIRST KNOWN OCCURRENCE OF THE ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. AFTER SUCH ONE (1) YEAR PERIOD, THE ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE AFFECTED CLAIM OR ACTION IS BASED SHALL BE DEEMED INCONTESTABLE.

7. The school has agreed voluntarily to participate in the School Program and/or Activity, which may include being documented, streamed, filmed, photographed, and/or recorded (the "***Content***") and said Content may be used by ESO, and/or any of its related entities, employees, agents, and/or assigns (the "***Entities***") without promise, expectation, or receipt of remuneration. The School agrees to allow ESO and the Entities to create and/or capture the Content which may include, but is not limited to, audio/video recordings of the School and/or its participants' game play, still images of participant(s), and transcripts of any conversations, and the School hereby grants ESO and the Entities the right and permission to copyright and/or use, adopt, modify, reproduce, broadcast, distribute, publicly display, in any form and/or media now known or later developed, such Content, as well as the School's image or visual likeness, name, and/or quotations attributable to the School ("***Work Product***") throughout the world in keeping with ESO's and/or the Entities' business purpose.

8. The School hereby releases ESO, the Entities, and the Released Parties from any and all liability and/or claims that the School may have now or in the future for invasion of privacy, right of publicity, or intellectual property infringement, arising out of the use, reproduction, adaptation, distribution, publication, broadcast, performance or display of the Work Product.

9. The School understands and agrees that ESO and the Entities are and shall be the exclusive owner of all right, title, and interest, including copyright in the Work Product, and in any commercial, informational, educational, advertising, or promotional materials containing the Work Product and all related goodwill.

10. As a result, although ESO and/or the Entities may, in their sole discretion, consult with the School during the process of creating, editing, producing, and/or publishing the Work Product, the School hereby waives any right to exercise final approval over or any Work Product that may be created, either before or after its publication or use and waives any claim with respect to the creation of the Work Product and the eventual use(s) to which it may be applied, acknowledging that ESO and/or the Entities may use the Work Product, with or without the School's name, alone or in conjunction with any other material of any kind or nature, in keeping with ESO's and/or the Entities' business purpose and consistent with community standards of decency.

11. The school understands that if a School Program violates ESO's rules and policies, ESO has the right to cancel or revoke the School Program membership.

12. The foregoing is intended to be as broad and inclusive as is permitted by the law 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. This document will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE AN AUTHORIZED REPRESENTATIVE OF THE SCHOOL, HAVE READ THIS DOCUMENT, AND FULLY UNDERSTAND ITS CONTENTS. THE UNDERSIGNED IS AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND SIGN IT OF THEIR OWN FREE WILL.

School Printed Name: _____ **Date**: _____

School Authorized Representative Printed Name: _____

School Authorized Representative Signature: _____

School Authorized Representative Title: _____

Email: _____

Phone: _____