

RELEASE AND ASSUMPTION OF RISK

I understand that I am signing this release as a condition to and in consideration of my participation in the Recess in the Stadium on June, 8, 2024 [SG1] that involves one or more non-contact skill course activities and/or interactive games (collectively "the event").

I understand that, among other risks, there may be risks of injury to person and property while participating in the event, including, but not limited to, severely strained, torn and pulled muscles; severely strained, torn, pulled and ruptured ligaments and tendons; cartilage damage; broken bones; contusions; and injuries to the head, elbow, back, spinal cord, knee, foot and ankle. I am also aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19), influenza and other infectious diseases (collectively, the "disease") and the risk that I may be exposed to or contract the disease by engaging in the event, which may result in serious illness, personal injury, disability, and/or death.

I represent and warrant I am in good physical condition and that I have no medical condition which prevents me from participating in the event. I understand that any injury or disease which I may sustain or contract during the event may reduce or eliminate my ability to participate in other life functions. I understand and agree that I will be responsible for my care and treatment in the event I sustain an injury or contract a disease during or as a result of my participation in the event.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, I fully and forever release and discharge The University of Cincinnati, Board of Commissioners of Hamilton County, Nippert Stadium, American Heart Association, Inc. and Cincinnati Children's Hospital Medical Center and their representative agents, officers, employees or volunteers, all participating sponsors and their respective partners, members, shareholders, officers, directors and employees, parent and subsidiary corporations, any business entities in which they may have any ownership or management interest, and all persons acting by, through, under or in concert with them, or of any them (hereinafter individually and collectively referred to as "Released Parties"), from any and all liability or claims of any nature and of every kind whatsoever, known or unknown, suspected, fixed or contingent, including, without limitation, liability from the negligence of the Released Parties, that I may have now or in the future, or that any person claiming through me may have or claims to have now or in the future, in connection with or resulting from my participation in any of the physical activities.

I hereby agree to indemnify and hold harmless the Released Parties and each of them from and against any and all liabilities, claims, suits, actions, damages, costs and expenses

(including attorney's fees) due to any personal injury, or damage to property caused by me, members of my household or family, the agents employees, contractors, visitors, and guests of any of us, which injury or damage may arise in connection with the physical activities, whether such injury or damage is caused by the active or passive negligence of Released Parties or otherwise.

This signed statement shall serve as a release and assumption of risk for me, my heirs, executors, and assigns.

I grant The University of Cincinnati, Board of Commissioners of Hamilton County, Nippert Stadium, American Heart Association, Inc. and Cincinnati Children's Hospital Medical Center the right to use my name, likeness, portrait, recorded voice and biographical material in order to advertise, promote and publicize The University of Cincinnati, Board of Commissioners of Hamilton County, Nippert Stadium, American Heart Association, Inc. and Cincinnati Children's Hospital Medical Center, but not, as an endorsement of any product or service of any advertiser.

This Release and Assumption of Risk shall be governed by the laws of Ohio without regard to its conflicts of laws and provisions. The invalidity or unenforceability of any provisions of this Release and Assumption of Risk shall not affect the validity or enforceability of any other provisions of this Release and Assumption of Risk. In the event that any provisions of this Release and Assumption of Risk is determined to be invalid or unenforceable, such provision shall be deemed restated to be as broad and inclusive as permitted by law, and the remainder of the Release and Assumption of Risk shall remain in full force and effect.