

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to use the Our Lady of Guadalupe Parish, 9080 Shepard Rd, Macedonia, OH 44056 (the "Parish") parking lot and facilities designated pursuant to an agreement between Nardon Hills City School District and the Parish (the "Property") for purposes of picking up my child or children or students where permitted by the School District and/or to allow my child(ren) to use the Parish property for the purpose of being picked up (the "Activity"). As lawful consideration for participating in the Activity/the intangible value that I will gain by participating in the Activity, I on behalf of myself and my minor child(ren) agree to all the terms and conditions set forth in this agreement (this "Agreement").

I AM AWARE AND UNDERSTAND AND AGREE THAT THE PARISH HAS NO RESPONSIBILITY FOR SUPERVISING OR MANAGING THE ACTIVITY AND THE ACTIVITY INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I OR MY MINOR CHILD(REN) SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. I ACKNOWLEDGE THAT PARTICIPATION IN THE ACTIVITY IS VOLUNTARY AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE PARISH OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Parish and the Bishop of the Catholic Diocese of Cleveland (who holds legal title to the property in his capacity as implied trustee for the Parish), and the Diocese of Cleveland and their respective officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), arising out of or attributable to my or my minor child(ren)'s participation in the Activity, whether arising out of the negligence of the Parish or any Releasees or otherwise. I covenant not to make or bring any such claim against the Parish or any other Releasee, and forever release and discharge the Parish and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Parish and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to my or my minor child(ren)'s participation in the Activity.

This Agreement constitutes the sole and entire agreement of the Parish and me on behalf of myself and my minor child(ren) with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Parish and me and my minor child(ren) and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Summit County, Ohio and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I, ON BEHALF OF MYSELF AND MY MINOR CHILD(REN), AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE PARISH.

Signed: _____

Printed Name: _____

Date: _____

Address: _____

Return a copy of this signed agreement to: Our Lady of Guadalupe Parish, 9080 Shepard Rd, Macedonia, OH 44056