

Toledo Ohio Greater Area (TOGA) Ultimate Waiver and Release Form

As a participant in the program, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injuries, including death, damages or loss which I may sustain as a result in participating in any and all activities connected with or associated with such program. I agree to waive and relinquish all claims I may have as a result of participating in the program against TOGA Ultimate, the YMCA organization and their officers, agents, servants and employees. I do hereby fully release and discharge TOGA Ultimate, the YMCA organization and their officers, agents, servants and employees from any and all claims from injuries, including death, damage or loss which I may have or which may accrue to me on an account of my participation in the program. I further agree to indemnify and hold harmless and defend TOGA Ultimate, the YMCA organization and their officers, agents, servants and employees from any and all claims resulting in injuries, including death, damages and losses sustained by me in arising out of, connected with, or any way associated with the activities of the program. In case of accident or sickness, I consent to emergency medical care provided by ambulance or hospital personnel. I hereby consent to the use of my photograph in the TOGA Ultimate brochures, publications, slide presentations, and website. I agree that all information provided on this form is authentic and correct. Any false information will result in penalty as indicated in league rules. Players are expected to refrain from fighting, arguing, swearing, etc. in accordance with the "Spirit of the Game." Incidents will be handled on a case by case basis but could result in expulsion from the league without refund. Dean Barley, Caleb Neeper, Kathleen Hanf, Cody Smith, and TOGA Ultimate coordinators will have the final say in all disciplinary matters.

I understand that participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS TOGA Ultimate, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Name of Player: _____

Date signed: _____