RE 74-03M

Rev. 10-2017

Appendix C

 **RELEASE (on behalf of Minor)**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name), hereinafter referred to as “Releaser”, am the Parent/Guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Name of Minor) a minor who is under eighteen years of age, and am fully competent to sign this Release.

In consideration of ODOT permitting the above-named minor to enter upon ODOT right-of-way or other property (hereinafter referred to collectively as the “Activity”), Releaser, being of lawful age, hereby **releases, waives and discharges** the State of Ohio, Ohio Department of Transportation, its officials, employees, and/or agents (hereinafter referred to collectively as the “State”) from all liability to the minor, and their personal representatives, heirs, and next of kin, for all loss or damage, and from any and every claim or damage therefor, on account of injury to the person, property, or the death of the minor resulting from arising out of or occurring during the minor's participation in the Activity or the minor’s presence on or within the State’s right-of-way or other property, whether caused by negligence of the State of Ohio, Ohio Department of Transportation, its officials, employees, and/or agents, or otherwise.

 Releaser further agrees to indemnify and hold harmless the State of Ohio, Ohio Department of Transportation, its officials, employees, and/or agents from liability for the injury or death of any person(s) and damage to property that may result from the minor's negligent or intentional act or omission while participating in the aforementioned activity.

In no event and for no purpose shall the minor be considered an employee of the State during any or all parts of the aforementioned Activity. Releaser specifically waives any and all claims to Workers’ Compensation benefits for the Activity on behalf of the minor.

Releaser agrees that this release, waiver and indemnification agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Releaser further agrees that the terms of this release, waiver and indemnity agreement binds him/her, the minor, their assigns, next of kin, legatees and devisees, executors, administrators, agents, servants, and successors in interest.

Releaser further states that I have carefully read the above Release and know the contents of the Release and sign this Release of my own free act. This Release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Parent/Guardian

Name of Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_