



Premises Park, Inc.

**WAIVER AND RELEASE FROM ANY CLAIM OF RESPONSIBILITY OR DAMAGE
(EFFECTIVE FOR ONE YEAR FROM DATE OF SIGNING)**

If you are unable or unwilling to sign this Waiver and Release, you are welcome to enjoy yourself by watching others, but we cannot allow you to personally participate in any of our activities or actively use our facilities.

_____ (Print Your Name) has read this Waiver and Release From Any Claim of Responsibility or Damage, and agrees as follows:

1. I (and my parent or guardian, if applicable) recognize and agree that:

(i) Regardless of the number and level of safety efforts taken both by me and Premises Park, Inc. (the "Owner"), all risk can never be eliminated, and participating in the activities within Premises Park, Inc. (the "Park") involves inherent danger and potential risk of both minor and serious, temporary and permanent, bodily injury of any and all kinds, both caused by me and/or by others.

(ii) We assume all risk for, and financial cost of, any and all of that potential injury, and/or any damage to my property or to others;

(iii) We fully and forever waive, release and discharge the Owner, and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives, and any applicable spouses, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Park or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with:

- (a) My activities within the Park;
- (b) The activities within the Park by others;
- (c) The operation of the Park by the Owners;
- (d) My use of any and all of the Park facilities; and
- (e) My use of any and all equipment within the Park, owned by me, the Owner or a third party.

2. I (and my parent or guardian, if applicable) understand and agree that:

(i) Participating in the activities within the Park involves physical exertion;

(ii) We warrant that I am in sufficient good health to participate in activities within the Park;

(iii) We represent and warrant that I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Park;

(iv) **I will not use the Park and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment.**

3. I (and my parent or guardians, if applicable) agree that:

- (i) I will abide by the Park rules and the instructions and directions of Park employees and representatives;
- (ii) Those rules, instructions and directions are to promote the safety of both myself and others;
- (iii) My failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Park and its facilities, without any right to refund of any payments made;
- (iv) In the event of any sickness, accident or injury, we authorize the Owner to obtain on my behalf emergency medical treatment and to secure such medical treatment at my expense;
- (v) Owner is not responsible for lost or stolen property.

4. I (and my parent or guardians, if applicable) agree:

- (i) To use the Park and its facilities in a safe and responsible manner;
- (ii) To indemnify and hold the Owner harmless and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives, and any applicable spouses, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgment directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Park.

5. I (and my parent or guardian, if applicable) understand and agree that:

- (i) This Waiver and Release from Any Claim of Responsibility or Damage gives up important legal rights;
- (ii) We are giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me.

The signatures below are proof of our intention to execute a complete and unconditional **WAIVER AND RELEASE** of all liability to the full extent of the law.

Dated this _____, 20____

PARTICIPANT (print name) (picture ID required)

PARTICIPANT (signature)

If the Participant is not 18 years or age or older, then the following Parent or Guardian Consent must be read and signed before the Participant is allowed to use the Park and its facilities.

PARENT OR GUARDIAN CONSENT

I have read and understand the above **WAIVER AND RELEASE FROM ANY CLAIM OF RESPONSIBILITY OR DAMAGE**, and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is _____ (Print Your Child's or Ward's Name).

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward, and me as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against Premises Park Inc, and its Members.

Dated this _____, 20____

PARENT/GUARDIAN (print name)

Last Four of DL

Employee Witness

PARENT/GUARDIAN (signature)

Relationship to Child or Ward