## READ BEFORE SIGNING WARRANTY AND CONSENT OF PARENT/GUARDIAN

## ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT Property Active Games Now

IN CONSIDERATION of allowing my minor child/and or self to participate in the activity related events and activities of Active Games Now

## I WARRANT TO YOU THAT: by signing this document below you are aware of the risk and release of Liability.

1. I am a parent/guardian over the age of 18 years, having full legal responsibility for decisions regarding my minor child/ward, and

2. I am familiar with the risk of serious injury and death which any participant in this activity and must assume, and 3. I believe that my minor child/ward is physically, emotionally and mentally able to participate in this activity, and that his/her is fit for his/ her use in this activity, and

4. I understand, and will instruct my minor child/ward, that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward, and

5. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness for continued participation in the activity.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this activity by my minor child/ward even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the activity organizer and any persons associated therewith or participating therein, and 2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the activity organizer and all persons and organizations associated with it and the activity including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/ or lessors of the premises used to conduct the activity, sanctioning bodies, medical or rescue personnel (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and

3. an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the activity and 4. an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

I HEREBY DECLARE THAT I AM 18 YEARS OF AGE OR OVER, FOR THE PURPOSE OF SIGNING THIS ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY.

## I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY MINOR CHILD'S/WARD'S PARTICIPATION OR MYSELF IN THIS ACTIVITY . I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I AND/ OR MY MINOR CHILD/WARD OR MYSELF WOULD OTHERWISE HAVE. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

SIGNATURE OF Adult

printed name of adult

DATE OF SIGNATURE \_\_/\_\_/

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

Date of Birth Minor \_\_\_\_/\_\_\_/