

**RELEASE AND WAIVER OF CLAIMS; ASSUMPTION OF THE RISK; INDEMNIFICATION AGREEMENT, AND
CONSENT TO TREAT MINOR CHILD**

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Consent to Treat Minor Child

I recognize that in the event of an emergency, in my absence, the Host may need to seek medical treatment for the Participant. I hereby grant to the Host my permission and consent to seek medical attention for the Participant and make any necessary, emergency medical decisions to protect the best interests of the Participant.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities, child care services, and participate in other activities (collectively the “Activities”) provided by _____ (the “Host”), the Participant and the Participant’s parent(s) or legal guardian(s) do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”);
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, **including any claims arising from medical decisions made by, or actions taken by, the Host with respect to the Participant.** The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment.

Name of Minor Child _____

Printed Name of Parent / Legal Guardian _____

Signature of Parent/Legal Guardian _____ Date _____

PARENT/GUARDIAN RESPONSIBILITY:

THE PARTICIPANT’S PARENT(S) OR LEGAL GUARDIAN(S) CERTIFY THAT PARTICIPANT HAS NO PHYSICAL OR MENTAL CONDITION THAT PRECLUDES HIM/HER FROM PARTICIPATING IN THE ACTIVITIES AND THAT HE/SHE IS NOT PARTICIPATING AGAINST MEDICAL ADVICE.

PARTICIPANT’S PARENT(S) OR LEGAL GUARDIAN(S) ARE RESPONSIBLE FOR NOTIFYING THE HOST OF ANY CHANGES TO PARTICIPANT’S HEALTH, WHICH COULD AFFECT PARTICIPANT’S ABILITY TO PARTICIPATE IN THE ACTIVITIES IN A REASONABLY SAFE AND HEALTHY MANNER.