

Lake Bonavista Community Association

"Tumble Time" CONSENT TO PARTICIPATE AND HOLD HARMLESS AGREEMENT **Required Information*

Our main priority is safety. The minors listed by name below (hereafter referred to as "the minors") do hereby state that the minors wish to participate in activities sponsored by the Lake Bonavista Community Association (hereafter "ASSOCIATION"). The ASSOCIATION has rules which govern and may restrict the activities in which the minors can participate. These rules include, but are not limited to the various Rules for specific and related activities at or in cooperation with the Association facility.

Name of Parent/Guardian (print) _____
Address _____
Email: _____ **Phone:** _____

By registering for this program I have read and accept the following Terms and Conditions:

I, on behalf of the below named child/children (inclusively hereinafter referred to as "CHILD") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge the ASSOCIATION and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in any of the events or activities conducted by, on the premises of, or for the benefit of Tumble Time provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

By this waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Tumble Time including but not limited to, using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in tumbling activities on the premises.

I agree it is my responsibility to assure that said CHILD has the necessary and requisite skills to participate in all facets and activities of and requested of the child's play facility. I understand it is my responsibility to supervise said CHILD and to spot said CHILD on all play equipment and to enforce gym safety rules at all times. I understand that the activities that said CHILD will participate in may be considered inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries, and death sustained to me, CHILD, or property, that I or CHILD may have against the aforementioned released party to such activity.

The ASSOCIATION makes no representations or claims as to the condition or safety of the land, structures or surroundings, whether or not owned, leased, operated or maintained by the ASSOCIATION. The minors' parent(s) or guardian(s) understands that all activities are VOLUNTARY and that the minors do not have to participate. It is understood that these activities are potentially dangerous or harmful to the minors' persons or property, and that by participating, the minors' parent(s) or guardian(s) voluntarily accept s and assumes the risk of injury to the minors or damage to the minors' property.

It is understood that the ASSOCIATION does NOT provide any insurance coverage for the participants persons or property; and minors' parent(s) or guardian(s) acknowledge that they are responsible for the safety and own health care needs, and for the protection of the of all personal property.

In exchange for allowing the minors to participate in this ASSOCIATION activity, the minors by and through the under signed, agree to release from liability, agrees to indemnify, and hold harmless the ASSOCIATION, and any ASSOCIATION agent, officer or ASSOCIATION employee acting within the scope of their duties, for any injury to the minors' persons or damage to the minors' property.

This Release shall be binding upon the minors, their parent(s) or guardian(s), any successors in interest, and/or any person(s) suing on the minors' behalf. The minors' parent(s) or guardian(s) understand that this document is complete unto itself and that any oral promises or representations made to them concerning this document and/or its terms are not binding upon the ASSOCIATION, its officers, agents and/or employees.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provisions of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, Tumble Time whether by agreement, by operation of law, or otherwise.

CHILD participant: _____ **Age** _____ **Birthdate** _____
CHILD participant: _____ **Age** _____ **Birthdate** _____
CHILD participant: _____ **Age** _____ **Birthdate** _____
CHILD participant: _____ **Age** _____ **Birthdate** _____

PARENT OR LEGAL GUARDIAN MUST SIGN BELOW:

I, the under signed, state that I am the parent or legal guardian of the minors whose names appear below. I understand that the above terms and conditions apply to said minors and to myself. I further understand that said minors cannot participate under ANY circumstances in any activity without parental or legal guardian supervision. The parents or legal guardian and said minors will not be able to participate in any ASSOCIATION activities without entering into this agreement. This document is binding on myself, the said minors and any person suing on behalf of said minors.

Signature of Parent/Guardian _____ **Date:** _____