

RELEASE & WAIVER OF CLAIMS

ASSUMPTION OF RISK AND INDEMNITY

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

THIS DOCUMENT WILL ELIMINATE YOUR ABILITY TO BRING LEGAL ACTIONS

_____ Participant #1	_____ Age	_____ Participant #2	_____ Age
_____ Participant #3	_____ Age	_____ Participant #4	_____ Age

I understand and agree, on behalf of all **Releasing Parties**, as follows:

(1) Parties:

Releasing Parties include: the Participant(s) named above and their family members, guardians, heirs, next of kin, and anyone else who might claim or sue on the Participant(s)' behalf or for injury to the Participant(s), including any representatives, successors and assigns, or insurers.

Released Parties include: Sandbar Management, Inc. doing business as the Cape Cod Inflatable Park (the "Park") and its directors, officers, employees, partners, owners, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; any parent, subsidiary or affiliate companies, insurers, and representatives of the foregoing; and all persons or entities acting on their behalf.

(2) Acknowledgment of Risks: I understand that there are risks associated with participation and use of the Cape Cod Inflatable Park's play areas, rides, and attractions which includes the water park, dry park, challenge zone, and common areas ("Park Activates"). In particular, I expressly acknowledge that THE MECHANICAL BULL IS A HAZARDOUS DEVICE. The rider of a mechanical bull will be thrown off. I agree to read and follow posted signs and verbal instructions of the Park staff at all times while present in the Park. I acknowledge that some Park Activities have height restrictions for participants under 48 inches tall. I know the nature of Park Activities and I know that the risks cannot be eliminated. _____ **(Initials)**

(3) Potential Injuries & Medical Conditions: The risks of participating in Park Activities are extensive and may cause minor, serious, or even catastrophic injury to persons or damage to property. Catastrophic injuries can include permanent disabilities, spinal injuries, heart attack, stroke, and even death. I understand the types of injuries that might result from engaging in Park Activities. I understand the demands relative to my physical condition. It is my responsibility to consult with my physician before participating in Park Activities to ensure that my participation will not pose any unusual risks to my health or well-being. I do not have any conditions that would be made worse by participating in Park Activities. Any medical treatment resulting from my participation shall be at my own expense or the expense of my personal insurer(s). _____ **(Initials)**

(4) Assumption of Risks & Indemnification Agreement: I assume all of the risks of participating in Park Activities, and I take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of participating. I voluntarily and forever waive, release, covenant not to sue, and discharge the **Released Parties** from any and all claims resulting, in whole or in part, from the risks of participating in Park Activities or from the ordinary negligence of any of the **Released Parties**. I agree to hold harmless, defend and indemnify the **Released Parties** from and against any and all claims made by me, any co-participants, rescuers, and others, arising from injury or loss due to my participation in Park Activities. _____ **(Initials)**

(5) Severability and Integration: If any part of this document is be found to be unenforceable, then that provision is severed from this Agreement and does not affect the validity of any remaining parts.

(6) Participant(s)' Acknowledgement of Understanding: I **HAVE THE AUTHORITY TO SIGN FOR ALL RELEASING PARTIES. I UNDERSTAND THAT I AM VOLUNTARILY GIVING UP RIGHTS.** In order to be permitted to participate in Park Activities, I have read this form completely and carefully. I acknowledge that my participation is voluntary.

_____ Signature	_____ Date	I am the (Check One):	
_____ Print Name		_____ Participant(s)	_____ Parent or Guardian of the Participant(s) (if Participant(s) under 18)