

FAMILY FUNLAND

A COMPLETED WAIVER BY A PARENT/GUARDIAN IS REQUIRED FOR ALL MINORS TO PARTICIPATE AT FAMILY FUNLAND: SORRY, NO EXCEPTIONS.

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL CONSENT ("WAIVER")

In consideration of being allowed to enter and/or participate in any activities at Family Funland, ("Activities"), the undersigned acknowledges, appreciates and agrees to the following:

1. All attractions can be dangerous and can result in serious injury to me/my child/children. I understand the nature of Activities and represent that I am qualified, in good health, and in proper physical condition to participate in such Activities. If I believe any of the Activities are unsafe, I will immediately stop participating. I understand that these Activities may involve risk of serious bodily injury, which may be caused by my own actions/inaction or actions/inaction of other participants. I hereby knowingly and voluntarily assume any and all such risks, including presently unknown or unforeseeable risks, and voluntarily assume all responsibility for losses resulting from participation in these Activities.
2. I also assume all responsibility for supervising and monitoring my child/children while at Family Funland.
3. I hereby forever release and discharge Family Funland its respective owners, heirs, shareholders, administrators, directors, agents, officers, lessors, volunteers, employees, other participants, any sponsors, and advertisers ("Releasees") from any and all liability, claims, demands, losses, or damages, however caused, whether related to property damage, theft, and/or personal injury, and whether based on tort, intentional act, strict liability, negligence, and/or negligent rescue. I will indemnify, save and hold harmless each of the Releasees from any claim, expense, attorney's fees, loss, liability, damage, or cost which relates to, or arises from, this Waiver, to the fullest extent permitted by law. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.
4. I also understand and agree that my execution of this Waiver on the initial visit, or for one of my children, will authorize Family Funland to enter this Waiver into its database and use it as a continuous, multi-use waiver for my child's/children's ongoing participation in the Activities or use it as a Waiver executed for my other child/children. I hereby expressly authorize Family Funland to use this Waiver as a multi-use waiver until such time as I revoke it in writing. I understand that Management reserves the absolute right to exclude from Family Funland, any participation based on behaviour, or a presentation of a medical problem.

PARENTAL/LEGAL GUARDIAN CONSENT

AND I, the Minor's parent and/or legal guardian, understand the nature of the above referenced Activities and the Minor's experience and capabilities and believe that Minor to be qualified to participate in such Activities. I hereby Release, discharge, covenants not to sue and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses or damages on the Minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the Minor, or anyone on the Minor's behalf makes a claim against any of the above Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney's fees, loss, liability, damages, or costs any Releasee may incur as a result of any such claim.

MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for Family Funland to authorize emergency medical treatment as may be deemed necessary for the Minor named below while participating in Family Funland Activities. The undersigned hereby releases, discharges, covenants not to sue and agrees to indemnify and save and hold harmless Family Funland from all liability, claims, demands, losses or damages on the Minor's account caused or alleged to have been caused in whole or in part by the negligent medical treatment, failure to provide medical treatment, or negligent rescue operations, and further agrees to indemnify, save and hold harmless Family Funland from any litigation expenses, attorney's fees, loss liability, damages, or costs incurred by Family Funland as a result of any such claim.

I HAVE READ THE ABOVE MEDICAL PERMISSION AUTHORIZATION AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE FAMILY FUNLAND FROM ALL LIABILITY ARISING AS THE RESULT OF THIS MEDICAL PERMISSION AUTHORIZATION.

Printed name of Participant(s)/Minor(s)

Participant(s)/Minor(s) Birth date(s)

Printed name of Parent/Legal Guardian

Parent/Legal Guardian Birth date

Signature of Parent/Legal Guardian

Address

Today's Date _____