

# OBSTACLE COURSE

## Liability Release Form



A Beach Cities Health District Program

I HEREBY ACKNOWLEDGE AND AGREE that the inflatable obstacle course/slide of AdventurePlex, a subsidiary of Beach Cities Health District, has inherent risks. The nature and extent of the risks associated with the inflatable obstacle course/slide, including but not limited to the following, have been explained to me.

- All manner of injury resulting from falling off the inflatable obstacle course/slide and hitting floor surfaces, other participants and projections, whether permanently or temporarily in place or on the floor
- Injuries resulting from collisions with other participants or falling off the inflatable obstacle course/slide
- Cuts and abrasions resulting from skin contact with the inflatable obstacle course/slide
- Failure of the inflatable obstacle course/slide, mechanical blowers, tarps, nets, anchor points or any part of the inflatable obstacle course structure or the inflatable slide structure
- The obstacle course can accommodate a select number of children, ages 4 and up, at a time and may result in body contact with other participants (e.g., touching, grabbing, pulling, pushing).

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the AdventurePlex inflatable obstacle course/slide, and that the above list in no way limits the extent or reach of this waiver and covenant not to sue. I choose to use the AdventurePlex inflatable obstacle course/slide and agree as follows:

To waive and release any and all claims that I have or may have in the future against AdventurePlex, including its owners, operators, employees, agents and representatives, as well as the designers, manufacturers or installers of the inflatable obstacle course/slide equipment. \_\_\_\_\_Initial here

In consideration of my use of the AdventurePlex inflatable obstacle course/slide, I, the undersigned user, agree to use the AdventurePlex inflatable obstacle course/slide in accordance with its established safety policies and procedures and agree to INDEMNIFY AND HOLD HARMLESS AdventurePlex, its offices, agents, owners and employees from any and all cause of action, claim, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the AdventurePlex inflatable obstacle course/slide, whether asserted by AdventurePlex or any third parties who may be injured on account of or in any way relating to AdventurePlex. \_\_\_\_\_Initial here

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assignees in the event of my death. \_\_\_\_\_Initial here

By signing this agreement, I waive my right to bring a court action to recover compensation or obtain any other remedy for an injury to myself or my property, or my death, however caused, arising out of my use of facilities of AdventurePlex, now or anytime in the future, whether caused by the center's negligence or that of its offices, agents or employees. \_\_\_\_\_Initial here

I agree to pay for all legal fees accumulated by AdventurePlex incurred by any claims made by me or on my behalf. \_\_\_\_\_Initial here

I certify that I am in good health and that I have no physical limitations that would preclude my use of the facilities. I also certify that I have sufficient health/accident liability insurance to cover any bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no insurance, I certify that I am personally capable of paying any and all such expenses and liabilities. \_\_\_\_\_Initial here

**PLEASE READ AND SIGN BACK**

I certify that I am a lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

User's signature: \_\_\_\_\_

Print name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (home): \_\_\_\_\_ (work/cell): \_\_\_\_\_

E-mail address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

IF USER IS YOUNGER THAN 18 YEARS OLD, PARENT/LEGAL GUARDIAN MUST CONSENT: I, as parent or legal guardian of the above minor who is younger than 18 years of age, hereby consent to the terms and conditions set forth in this release form.

SIGNATURE OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone where you can be reached, if different from above: \_\_\_\_\_