

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of All Star Events Inc, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ASE"), I hereby agree to release, indemnify, and discharge ASE, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in sumo suit, inflatable games, amusement devices, amusement rides, zipline, climbing walls, corn mazes, waterball or any other amusement activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; collision with people or other objects; the hazards of walking on uneven terrain and slips and falls; being jolted, jarred, bounced, thrown about and otherwise shaken during rides; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; the use of ropes, harnesses, and other equipment; the forces of nature, including lightning and rapid weather changes; the risk of falling from significant heights, exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; cardiac related events or illness; drowning; colliding with others; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; cuts, abrasions, and bruises; cardiac related illness; drowning; equipment failure or operator error; condition of the track; the negligence of participants, or other persons who may be present; my own physical condition, and the physical exertion associated with this activity.

Furthermore, ASE employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ASE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ASE's equipment or facilities, **including any such claims which allege negligent acts or omissions of ASE.**
4. Should ASE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against ASE, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ASE on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ASE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ASE from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____



RELEASE OF LIABILITY
PLEASE READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Museum Visit with Education Program by Palm Beach Gardens JCC on the property of the Boca Raton Children's Museum, 498 Crawford Blvd., Boca Raton, FL 33432 and/or use of the property, facilities and services of the Boca Raton Children's Museum, I agree for myself and (if applicable) for all members of my party, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Boca Raton Children's Museum, and its employees, representatives or agents.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and my guests, and further release and discharge the Boca Raton Children's Museum for injury, loss or damage arising out of my or my guests' use of or presence upon the facilities of the Boca Raton Children's Museum, whether caused by the fault of myself, my guests, the Boca Raton Children's Museum or other third parties.
3. I agree to indemnify and defend the Boca Raton Children's Museum against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my guests' use of or presence upon the facilities of the Boca Raton Children's Museum.
4. I agree to pay for all damages to the facilities of the Boca Raton Children's Museum caused by me or my guests' negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Florida law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____

Participant:

In case of an emergency, please call _____ at _____.

The Boca Raton Children's Museum
An Affiliate of Florence Fuller Child Development Centers, Inc.
498 Crawford Blvd., Boca Raton, FL 33432
(561) 368-6875 email: jayne@cmboca.org