**Go Play Outside Now Family Waiver**

**EACH INDIVIDUAL MUST READ AND SIGN THIS RELEASE OF LIABILITY PRIOR TO PARTICIPATION IN ANY PARK ACTIVITY.**

**In order to participate in these activities, I the undersigned agree and acknowledge that: there is risk of injury from participation in these activities or from the equipment involved,**

**I freely assume all such risks both known and unknown and assume full responsibility for my participation,**

**I have read and understand the rules, including all safety-related rules, and agree to fully comply with all regulations during my participation,**

**I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin hereby release and hold harmless Go Play Outside Now, LLC. their officers, officials, agents and or employees, from any and all liability for injury, disability, death, loss or damage to personal property,**

**I acknowledge, understand and agree that I have read this release of liability and assume all risk associated with participating and that I sign this release of liability voluntarily and without inducement.**

**­Print Names**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**I have read and agree to the terms set forth above in this WAIVER of LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT. Furthermore, I permit my dependent to participate in the sport and activities of Go Play Outside Now under the terms of the foregoing Agreement.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Parent or Guardian**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name/Relationship**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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Minor Aged Participant

**All guests under the age of 18 the time of participation must have a parent or guardian accompany him or her during one’s visit to Go Play Outside Now**™ Park**.**

**I certify that I am the parent or guardian with legal responsibility for the above signed participant and agree to his/her release. I also agree to indemnify the above named companies and individuals from all liabilities resulting from his/her participation in these activities for myself, my heirs, assigns and next of kin.**

**Read Before Signing**

**This is a binding legal document. The purpose of this agreement is to exempt, waive, and relieve Releases, defined below, from liability for personal injury, property damage, wrongful death or other claims that may result from my being a Participant in the sport and activities of Go Play Outside Now**™**.**

**In consideration of being permitted to participate in any way in the sport and activities of Go Play Outside Now at a venue chosen by either the participating parties Go Play Outside Now**™ **and having voluntarily elected to participate, I, as Participant (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), covenant and agree as follows:**

* 1. Rules, terms, and conditions of participation. I have read and understand the Rules, Terms, and Conditions of Participation (and have explained them to my minor Participant, if applicable) and will comply with them at all times. Management, in its sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms and Conditions of Participation. Management, in its sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms and Conditions of Participation. Management also reserves the right to modify or cancel Go Play Outside Now Activities due to unfavorable weather conditions or technical difficulties.
	2. Appreciation of Risk. I comprehend and appreciate that there are foreseeable and unforeseeable inherent dangers and risks of harm involved in the sport and activities of Go Play Outside Now™. I acknowledge that the activities are physically and mentally intense. I fully understand and acknowledge that; (a) risks and dangers exist in my use of Go Play Outside Now™ equipment and my participation in Go Play Outside Now™; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury or personal injury (whether physical, emotional and/or psychiatric or any combination thereof), disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, wrongful death, loss of consortium, property damage and/or breach of contract or any other damage or other ailments that could cause serious disability; (c) my participation in such activities and/or use of such equipment may also result in loss, damage or destruction of my personal property; (d) these risks and dangers may be caused by the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of equipment **I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable) hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of Go Play Outside Now™, or by any other person.** I further acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, or any maintenance, inspection, supervision or control of said premises and for the failure to warn of dangerous conditions existing at said premises, for failure to maintain or inspect equipment supplied to me, for negligent selection or retention of certain Releases, or negligent supervision or instruction by Releases.
	3. Release and discharge. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), herby release, discharge and hold harmless the Releases from and against any and all claims, liability and/or causes of actions I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for bodily injury or personal injury (whether physical, emotional and/or psychiatric or any combination thereof), disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, wrongful death, loss of consortium, property damage, and/or breach of contract or any other damage or other ailments that could cause serious disability, occasioned by arising out of or incidental to my participation in the activities of Go Play Outside Now™, whether or not resulting from of caused by negligence by, of and/or on the part Releases.
	4. Indemnity. I shall defend, indemnify and save harmless Releases from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees, brought as a result of my participation (or that of my minor Participant, if applicable) and to reimburse them for any such expenses incurred. I agree that this Agreement may be pleaded as a bar to any action, suit or proceeding taken at any time against any Release by me (or on behalf of my minor Participant, if applicable).
	5. Severability. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
	6. binding on successors. This Agreement binds the heirs, administrators, executors, personal representatives, dependents (if any) and successors of the Participant and ensures the benefit of Go Play Outside Now™ and its successors and assigns.
	7. Definitions.
1. Releases – Go Play Outside Now’s™ principals, directors, officers and employees, and all of its agents, representatives, affiliates, suppliers, or distributors.
2. Participant/Guest – The individual who is engaged in the sport and activities of Go Play Outside Now™ identified by Participant’s or Guest’s NAME and TELEPHONE NUMBER as submitted at the beginning of this form. For any Participant who is under the age of eighteen years, Participant includes the Participant’s parent(s), guardian(s) or legal representatives.
	1. **Signatures.** I HAVE READ AND DO VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LAIBILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT, and further state and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.