



Waiver

Please read and complete in full.

Player Name _____ Age _____ DOB _____
Sport _____ Session Start _____
Team _____ Division _____ Gender _____

In consideration of being allowed to participate in any way in the JunglePlex sports programs , related events and activities of the JunglePlex.

I, _____ the undersigned, acknowledge, appreciate and agree that:
(Player or Parent/Guardian Name)

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist: and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown of my participation in the JunglePlex, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation in JunglePlex programs. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately, and,
4. I, for myself and on behalf of my heirs, assigns personal representatives and next of kin, HEREBY RELEASE, IDEMNIFY, and HOLD HARMLESS JunglePlex, Plymouth Adventure Park LLC, KONIDA LLC, their officers, game officials/referees, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (“releasees”), WITH REPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. Arbitration. In further consideration of allowing me to participate in the aforementioned activities, I hereby agree to submit to binding arbitration regarding any and all claims which I believe I may have against the facility arising from my activities at the facility. The arbitrators shall apply the Federal Rules of Evidence to all proceedings.

Arbitration shall be commenced within one (1) year from the date of which any alleged claim first arose. Further, the arbitration shall be held in the town where the Arena is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced in any court of competent jurisdiction.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY COERSION OR INDUCEMENT.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

IN CASE OF MEDICAL EMERGENCY:

I understand every effort will be made to contact parents/guardians of participants. In the event I cannot be reached, I hereby give my permission for the following: the physician selected by JunglePlex may secure proper treatment for hospitalized, order and administer medications, anesthesia, perform x-rays, special procedures, or surgery if deemed medically necessary by him/her for my child.

Participant's Signature (or if under 18 years of age, parent/guardian signature)

Date