

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

Participant Name: _____ DOB _____

Address: _____

City _____ State _____ Zip _____

Phone _____ Email _____

As the parent or guardian of a participant in the Jabbers program(s) I recognize and acknowledge that there are certain risks of physical injury, and I agree to assume the full risk of any injuries, including death, damage or loss which I may sustain as a result of participating, in any manner, in any and all activities associated with the program(s). I also recognize and acknowledge that all program activities involving strenuous exertion or body contact are hazardous recreation activities which involve substantial risk of injury to a participant. Further, I understand that this Agreement encompasses all exercises and physical movements of any nature undertaken the program(s), the use and adjustment of any and all machinery, equipment, apparatus and anything related to my use of the services, facilities or premises involved in the program(s) as well as the provision of or failure to provide instructions or supervision. I hereby agree to waive and relinquish any and all claims that I may have, due to participating in the program(s), including any claims for negligence or any other unintentional conduct against any and all other participating or cooperating governmental units, independent contractors, officers, agents, servants and employees of the governmental units and independent contractors, and any and all other persons and entities that might be directly or indirectly liable for any injuries that I might sustain while participating in the program(s). I hereby fully release and discharge the Jabbers and the above mentioned other persons and entities from any and all claims for injuries, including death, damage or loss that I may have or that may accrue to me because of my participation in the program(s). I also hereby agree to indemnify, hold harmless and defend the Jabbers and all other persons and entities mentioned above from any and all claims resulting from injuries, including death, damages and loss sustained by anyone, which arise out of or are in any way associated with my conduct and the activities of the program(s). I understand the nature of the program(s) for which I am registering and have read and fully understand this Waiver, Release and Hold Harmless Agreement. I further understand and agree that any advertisements or warnings of the particular risks of the program(s) that I subsequently receive will be incorporated herein by reference and become a part of this Agreement. My participation in this activity is voluntary and no one is forcing me to participate in spite of the risks. I understand the effect of this waiver and acceptance of risk on my legal rights.

By signing this release of liability and participating in the Jabbers program(s), I hereby fully and forever release and discharge indemnify and hold harmless Jabbers, the property owner, the property manager, and the County/City/Town and their employees and agents from any and all liabilities, claims, demands, damages, rights of action, suits or causes of action present of future, whether they same be known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of said premises, facilities or equipment to the fullest extent permitted by law.

I fully and forever release and discharge the released parties and their employees and agents from any and all negligent acts and omissions in the same, and intend to be legally bound by this release to the fullest extent permitted by law.

Print Name _____ Date: _____

Participant or Parent / Guardian Signature