

# Backyard Adventures / Swings N things of Mass

## Waiver, Release, Hold Harmless, and Indemnification Agreement

As Consideration for being allowed to enter the play area and/or Participate in any party and/or program at Backyard Adventures the undersigned, on his or her behalf ,and on the behalf of the Participant(s) identified below, acknowledges, appreciates, and understands, and agrees to the following

1. I represent that I am the parent or legal guardian of the Participant(s) named below or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf.
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Participant Name

Date of Birth

Participant Name

Date of Birth

Participant Name

Date of Birth

2. I acknowledge and understand that there are risks associated with participation in party at BA activities and the use of the play area and inflatable equipment including but not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.
3. I , for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to other participants which I also willingly assume.
4. I agree that the Participant(s) named, and shall comply with all stated and customary terms posted safety signs, rules, and verbal instructions as conditions for participation in any party/or play time at BA
5. I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless and indemnify the independent owners of Backyard Adventures, there predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries or damages from participation.
6. I additionally agree to indemnify the independent owner of this BA facility, there predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation
7. I am of physical ability to p[articipate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion

Parent / Guardian name (please print) \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact number: \_\_\_\_\_ or \_\_\_\_\_

E – Mail Address: \_\_\_\_\_ By providing your e-mail address you acknowledge we may send you e-mail including Discount Offers, Special Events, and Backyard Adventures News