

Ships-A-Hoy (Water Spray Ground) Waiver

Waiver, Release, Hold Harmless, and Indemnification Agreement

As consideration for being allowed to enter the Ships-A-Hoy (Water Spray Ground) play area and/or participate in any party and/or program at Ships-A-Hoy (Water Spray Ground), the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, hereby 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.
2. I acknowledge and understand that there are risks associated with participation in Ships-A-Hoy (Water Spray Ground) activities and the use of the play area including but not limited to: bruises, fractures, scrapes, cuts, bumps, paralysis, or death.
3. I, for myself and the Participant(s) named, willingly assume the risks associated with participation and understand that there are also risks that may arise due to other participants which I willingly assume.
4. I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any party and/or program at Ships-A-Hoy (Water Spray Ground).
5. I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless and indemnify Ships-A-Hoy (Water Spray Ground), its owners, subsidiaries, affiliates, officers, and employees from any and all injuries, liabilities or damages from participation.
6. I additionally agree to indemnify Ships-A-Hoy (Water Spray Ground), its owners, subsidiaries, 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 and/or the participants are of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

CHILD'S NAME

DATE OF BIRTH

- | | |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |

Parent / Guardian Name (please print): _____

Parent / Guardian Signature: _____

Date _____ **Emergency Contact Number:** _____