

RELEASE AND WAIVER

In consideration of being able to participate in various activities at a DACKids PIRATES COVE facility, the undersigned, on his or her own behalf, and on behalf of any executors, heirs, successors and assigns hereby acknowledges and agrees as follows:

- 1. The undersigned knowingly and fully assumes all risks, known and unknown, associated with participation in activities at DACKids PIRATES COVE and waives all claims for damage to person or property arising from such participation. This release and waiver covers risks of death, serious injury and property loss whether arising from (i) negligence or carelessness on the part of the persons or entities being released and other participants, or (ii) dangerous or defective equipment.
- 2. The undersigned certifies that he or she is physically fit and may participate in the activities available at DACKids PIRATES COVE and has not been advised otherwise by a qualified medical person;
- 3. The undersigned on his or her behalf and on behalf of any executors, heirs, successors and assigns hereby releases, discharges and holds harmless any authorized entity doing business as DACKids PIRATES COVE (the "Company") and its officers, agents, employees, representatives, and all affiliates, from any and all claims, damages or liability arising from death, disability, personal injury, property damage or theft, or actions of any kind;
- 4. The undersigned agrees to comply with the rules and conditions of participation expressed or posted at DACKIDS PIRATES COVE. If the undersigned observes any significant hazard during such participation, the undersigned will promptly inform an employee of DACKids PIRATES COVE; and
- 5. The undersigned acknowledges that this release and waiver of liability form will be used and relied upon by the Company and that it will govern the undersigned's actions and rights.

Participant Name: _____ Date of Birth: _____

Participant Name: _____ Date of Birth: _____

Participant Name: _____ Date of Birth: _____

Address: _____

Parent/Guardian Acknowledgment

The undersigned parent and/or guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above of all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act, and releases said parties on behalf of the minor and the parents or legal guardian.

Parent/Guardian: _____ Date: _____

Emergency contact phone #: _____