



Waiver of Liability

Release/Indemnification of all Claims and Covenant not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right to bring a court action against THE CHILDREN’S MERCY HOSPITAL to recover compensation or obtain any other remedy for any injury to you or to your property or for your death however caused arising out of your use of the Paradise Park facilities, now or any time in the future.

I ACKNOWLEDGE AND AGREE that the use of and participation at the Paradise Park facility has inherent risks. I have full knowledge of the nature and extent of all risks associated with the equipment at the Paradise Park facility, including but not limited to: All manner of injury resulting from falling off any of an apparatus and hitting the equipment (whether permanently or temporarily in place) or the floor; rope abrasion, entanglement, and other injuries resulting from activities on the apparatus such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems, rope techniques; injuries resulting from falling participants or dropped items, such as, but not limited to, ropes or climbing hardware; cuts and abrasions resulting from skin contact with the inflatable equipment, zip line or other apparatus; failure of ropes, slings, harnesses, cables, climbing hardware, anchor points, or any part of the apparatus. I further acknowledge that the above list is not inclusive of all possible risks associated with use of the facility and that the above list in no way limits the extent or reach of this release and covenant not to sue.

In consideration of my participation at the Paradise Park facility, I, the undersigned user (or parent/guardian of user), agree to release, indemnify, and hold harmless, on behalf of myself, my heirs, representatives, executors, administrators, and assigns **HEREBY DO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CHILDREN’S MERCY HOSPITAL**, its officers, board, agents, and employees from any cause of action, claims, or demands of any nature whatsoever, including but not limited to, a claim of negligence, which I, my heirs, representatives, executors, administrators, and assigns may now have, or have in the future against THE CHILDREN’S MERCY HOSPITAL, on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the Paradise Park facility, whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the negligence of THE CHILDREN’S MERCY HOSPITAL, its officers agents, and employees. I hereby certify that I and/or my child/children are in good health and that I and/or my child/children have no physical limitations which would preclude safe participation in the Paradise Park program. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having read it.

BY SIGNING BELOW I CERTIFY THAT I HAVE READ AND UNDERSTAND THE POSTED RULES.

Date _____

Participant’s Name(s) _____ Date of Birth _____

Participant’s Name(s) _____ Date of Birth _____

Participant’s Name(s) _____ Date of Birth _____

Parent/Guardian (please print) _____

Emergency Contact Number _____ Mobile (if different) _____

Parent or Guardian Signature is Required: _____

(Must be 18 years of age or older)