

BLESSED STAR WAIVER AND RELEASE FORM

Assumption of Risk, Waiver, and Release from Liability

I _____ (parent/legal guardian name) , desire to use the playground equipment at Blessed Star Montessori Christian School located at: 9151 N. Davis Hwy. Pensacola, FL 32514. This Assumption of Risk, Waiver, and Release of Liability covers all activities at the playground.

1. Risk Factors- I understand and acknowledge that the use of the facilities at the playground involves risks including, but not limited to the following: bodily injury including but not limited to permanent disability, paralysis, and death. These risks may result from a variety of circumstances including the misuse of equipment or facilities.

2. Assumption of Risk- I am choosing to use the facilities at the playground at my own risk. I understand and acknowledge that the activities which I am or/and (any minor children for which I am the Parent, legal guardian, or otherwise responsible, any heirs personal representative) about to voluntarily engage in as a participant and/or volunteer bears certain know risks and unanticipated risk could result in injury, death, illness or disease, physical or mental, or damage to myself, or to spectators or third-parties. I assume full responsibility for all risks that may arise from using the facilities at the playground or from participating in activities at the playground.

3. Acknowledgement of Policies and Procedures- I acknowledge that I have read, know, and agree to all of the policies and procedures relating to the use of the facilities at the playground. I agree to comply with all rules, regulations, and policies at the playground. I understand the playground reserves the right to revoke or terminate my use of the facilities at the playground for any violation of rules, regulations, or policies.

4. Release, Indemnify, and Defend- I hereby release, waive, discharge, and hold harmless the playground and all employees past or present from any claims, suits, liabilities, judgments, costs and expenses for any property damage, loss or theft, personal injury or illness, death, or other loss arising from the use of the playground.

5. Waiver- I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. I am releasing unknown future claims.

6. Payment for damages- I agree to pay for any and all damages to any property or equipment as a result of my or my family's willful actions, neglect, or recklessness and agree to be held liable for all such costs associated with such damages.

7. Representatives- I enter into this agreement for myself as well as for my heirs, assigns, and legal representatives.

8. Insurance- I understand that I am solely responsible for any medical, health, or personal injury costs relating to my use of the playground and its facilities. I understand that I am strongly encouraged to have a medical physical exam and purchase health insurance prior to my use the facilities at the playground.

9. Arbitration- All parties to this agreement agree to mediate, in good faith, any dispute prior to initiating arbitration or litigation based on the laws of the state of Florida. The prevailing party in the event of arbitration or litigation shall be entitled to costs and reasonable attorney fees.

I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily on behalf of myself and any minor child/children for which I am the parent, legal guardian, or otherwise responsible for, named below:

Child's Name: _____

Child's Name: _____

Child's Name: _____

Child's Name: _____

Consent and Release on Behalf of Minor by Parent/Legal Guardian I am the parent or legal guardian of the above-named minor. I have read and understand this Assumption of Risk, Waiver and Release from Liability form and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I give my consent for participation at the Blessed Star Montessori Christian School playground.

Parent/Legal Guardian's Printed Name: _____

Signature: _____

Date: _____

Parent/Legal Guardian's Phone Number: _____

Parent/Legal Guardian's Email Address: _____