

**RIVER TRAILS PARK DISTRICT & SUPERHERO'S ACADEMY OF MOTION ARTS
 WAIVER AND RELEASE OF ALL CLAIMS, ASSUMPTION OF RISK, AND INDEMNIFICATION AND HOLD HARMLESS
 AGREEMENT**

In consideration for participation in parkour activities conducted by Superhero's Academy of Motion Arts, I hereby agree to waive, release, and discharge Superhero's Academy of Motion Arts (SAOMA) and the River Trails Park District (RTPD), including their respective officers, officials, employees, agents, and contractors (collectively, "the Parties") from any and all liability, claims, damages, or losses that I (or my minor child/ward) may sustain arising out of or in any way connected with participation in this program/activity.

WARNING OF RISK & IMPORTANT INFORMATION

SAOMA and RTPD are committed to conducting recreation programs and activities in a safe manner and hold the safety of participants in high regard. SA continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for this program must recognize that there is an inherent risk of injury when choosing to participate in parkour activities.

Parkour activities are intended to challenge the physical, mental, and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury including death. Understandably, not all hazards and dangers can be foreseen. The very nature of parkour is hazardous and risky, **The risks include, but are not limited to:** serious physical injury arising out of slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening injuries; muscular soreness, tears, strains, sprains, dislocations, fractures and broken bones; paralysis, cuts, bruises, and muscle soreness; wrist, arm and shoulder injuries; musculoskeletal injuries including head, neck, and back; injuries to internal organs; inadequate or negligent instruction or supervision, horseplay, defective equipment, the negligence of other participants; lack of physical conditioning or skills; and premises defects. In this regard, it must be recognized that it is impossible for the SAOMA or RTPD to guarantee absolute safety.

You are solely responsible for determining if you or your minor child/ward are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

PLEASE CAREFULLY READ THE TERMS AND CONDITIONS BELOW

1. I expressly agree and promise to accept and assume all of the risks existing in this activity for myself (or my minor child/ward). My participation (or that of my child/ward) in this activity is purely voluntary, and I (or my child/ward) elect to participate in spite of the risks.
2. **I represent that I understand the nature of parkour activities, that these are physical in nature, and that I (or my child/ward) am qualified, in good health, and in the proper physical condition to participate in such activities. I further agree and warrant that if at any time I (or my child/ward) believe conditions to be unsafe or activities to be beyond my skill level, I (or my child/ward) will immediately discontinue further participation in the activity.**
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless RTPD & SAOMA from any and all liabilities, losses, claims, demands, or causes of action, which are in any way connected with my participation (or my minor child/ward) in this activity or my use of RTPD & SA's equipment or facilities, **including any such claims which allege negligent acts or omissions of RTPD & SAOMA.**
4. Should RTPD & SAOMA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I (or my minor child/ward) may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself or my child/ward. I further certify that I am willing to assume the risk of any medical or physical condition I (or my child/ward) may have.
6. I have read and fully understand the above language, important information and warning of risk, indemnification, assumption of risk and waiver and release of all claims. If registering on-line or via fax, your on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my (or my child/ward's) participation in this activity, I may be found by a court of law to have waived my right (and that of my minor child/ward) to maintain a lawsuit against RTPD & SAOMA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____
 Address _____
 City _____ State _____
 Phone _____ Date _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
 (Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by RTPD & SAOMA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless RTPD & SAOMA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____