

The Fon du Lac Park District, Titanium Force LLC, and Williams Tumbling LLC, hereafter known as the "Parties," are committed to conducting its programs and activities in a safe manner and holds the safety of participants in high regards. The Parties continually strive to reduce safety risks and insist that all participants and parents/guardians of minors registering for programs must recognize that there is an inherent risk of injury when choosing to participate in their programs and activities.

You are solely responsible for determining whether you or your child is physically fit and adequately skilled to participate in the activities and programs conducted by the Parties. It is advisable, especially if the participant is pregnant, is disabled in any way or has recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

WAIVER AND RELEASE

In consideration of my child or I being permitted to participate in any way of the Parties' programs, activities or events, I acknowledge, appreciate and agree that:

1) The risk of injury to myself- or my child from the activities involved in these programs is significant and while particular rules, equipment and personal discipline may reduce this risk, the chance of serious injury does exist; and,

2) I acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by Covid-19. Exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that this risk of becoming exposed to or infected by Covid-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to the actions, omissions, or negligence of the Parties' employees, volunteers, and program participants and their families

3) FOR MYSELF, AND ON BEHALF OF MY CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of others (including, but not limited to, the Parties' employees, volunteers, and program participants and their families), , and I freely and fully assume all responsibility for myself and my child's participation in the Parties' programs and activities; and,

4) I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in myself or my child's readiness for participation and bring such attention to the nearest official immediately; and

5) I HEREBY RELEASE THE Parties, coaches, instructors, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Parties' programs and activities with respect to any and all injury arising out of participation in the Parties' programs and activities.

6) I HEREBY INDEMNIFY and HOLD HARMLESS all the above Releasees from any and all liabilities incident to myself and/or my child's involvement or participation in these programs or activities for so long as I and/or my child is engaged in these programs to the fullest extent permitted by law. I have read this release of liability and assumption of risk agreement, fully understand its terms, and understand that I have given up substantial rights by agreeing. I agree freely and voluntarily without any inducement.

7) Should any part of this Waiver and Release be found or ruled to be invalid by a court of competent jurisdiction, such a finding or ruling shall not affect the remainder of this Waiver and Release. This Waiver and Release shall be construed to provide the maximum protection to the Parties and Releasees as is permitted by law.

Participant's Name _____ Age _____

Legal Guardian's Printed Name _____

Legal Guardian's Signature _____ Date _____