

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of play:groundNYC, Inc., The Trust for Governors Island, their agents or employees, owners, officers, volunteers, participants, directors, advisers and all other persons or entities acting in any capacity by, through, under or on their behalf (hereinafter collectively referred to as "play:groundNYC"), I hereby agree to release, indemnify, and discharge play:groundNYC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate and any and all other persons and entities who could in any way represent me, the Minor Child or act on our respective behalf's. I represent that I am the parent or guardian of the Minor Child (herinafter referred to as "my child") and as such:

1. I acknowledge that my and my child's participation in play with loose parts, moving/stacking/climbing on planks of wood, tires, rope and other materials encountered within the play:groundNYC site, handling of tools including but not limited to scissors, saws, hammers, pails, spades, brace bits, levels, tin snips and other carpentry tools and fire, entails known and unanticipated risks that could result in physical or emotional injury or death or damage to myself or my child or property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks to myself or my child include, among other things: the hazards of slips and falls; stepping on nails or other sharp objects; being struck by objects dislodged or dropped from above; rope burns and pinches; scratches, abrasions, cuts, bruises, splinters, and pinches from other materials on site; the risk of tripping or stumbling over uneven ground or materials left on the ground; the hazards associated with using carpentry tools, my or my child's own physical condition, and the physical exertion associated with this activity. Furthermore, play:groundNYC employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible and among other things (1) they might be unaware of a participant's fitness or abilities, (2) they might misjudge the weather or other environmental conditions, (3) they may give incomplete or inaccurate instructions or warnings, and (4) the equipment being used might malfunction. (INITIAL) _____
2. I understand that play:ground is not a childcare facility and as such, it's employees, owners, officers, volunteers, participants, directors advisers and all other persons acting on their behalf are not to be held responsible for my child departing from the site. (INITIAL) _____
3. I expressly agree and promise to accept and assume all of the risks existing in this activity including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. My or my child's participation in this activity is purely voluntary, and I elect to participate or allow my child to participate in spite of the risks. (INITIAL) _____
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless play:groundNYC from and against any and all claims, demands, actions, suits, judgments, damages, liability, cost or expense, or causes of action, which are in any way connected with my or my child's participation in any activity at play:groundNYC or my or my child's use of any play:groundNYC equipment or facilities, including but not limited to those alleging negligent acts or omissions. (INITIAL) _____
5. I certify that I have adequate insurance to cover any injury or damage I or my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself or my child. I further certify that I am willing to assume the risk of any medical or physical condition I or my child may have. (INITIAL) _____
6. Should play:groundNYC or anyone acting on their behalf, be required to incur reasonable attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. (INITIAL) _____
7. Notwithstanding anything to the contrary herein, in the event that I file a lawsuit against play:groundNYC, I agree to do so solely in the city of New York, and I further agree that the substantive law of New York shall apply in that action without regard to the conflict of law rules of that state. 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. (INITIAL) _____

By signing this document, I acknowledge that if anyone is hurt, or property is damaged or lost during my or my child's participation in this activity, I waive my right to maintain a lawsuit against play:groundNYC 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. I agree that a digitally reproduced/scanned version of this waiver is fully valid and representative of the original, signed executed copy.

Child's Name: _____
(one waiver per participant)

Child's Birth Date _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION:

This is to certify that I, as the parent or guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided above. I understand that a child may be left unaccompanied at the facility but will not be under the direct care or responsibility of the employees or volunteers of play:groundNYC. In consideration of the Participant's being permitted by play:groundNYC to participate in its activities and to use its equipment and facilities, I release and agree to indemnify and hold harmless play:groundNYC, to the fullest extent permitted by law, from any and all liability, claims which are brought by, or on behalf of child, even if such liability arises from the active or passive negligence of play:groundNYC.

Parent or Legal Guardian: _____
(PRINT NAME)

(SIGNATURE)

Today's Date: ____/____/____
MM/DD/YY

Address: _____

Phone: _____

Email (to be added to our mailing list): _____