

Waiver of Liability, Assumption of Risk and Indemnity Agreement

In consideration of my child _____ being permitted to participate in any way in **PROJECT RIDE (Recreation, Independence, Development and Equipment)**, hereinafter the "Activity"), I, for myself, and as guardian of my said child, and our respective heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue **Springfield Jewish Community Center**. (hereinafter "**JCC**"), its officers, directors, employees, and agents from accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in the Activity.

Assumption of Risk: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries and concussions, and 3) catastrophic injuries including paralysis and death.

Acknowledgement/Agreement: I have agreed to comply with the policies of JCC relating to the Activity, which include without limitation having my child properly fitted to the equipment at the vendor identified by JCC, utilizing appropriate additional equipment (i.e. helmet) and only allow my child to utilize the equipment in accordance with the manufacturer of the equipment's instructions. I agree to have my child re-fitted to the equipment if such child's height or weight changes to the extent that the equipment is no longer a proper fit. I further represent to JCC that I have had my child examined by his/her physician and my child has been cleared by such physician to participate in the Activity.

I have read the previous paragraph and I know and understand and appreciate these and other risks that are inherent in the Activity. I hereby assert that my child's participation is voluntary and that I knowingly assume all such risks relating to the Activity.

Indemnification and Hold Harmless: I also agree to INDEMNIFY and HOLD JCC HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including without limitation, reasonable attorney's fees brought as a result of my child's involvement in the Activity and to reimburse JCC for any such expenses incurred.

Severability: I expressly agree that the foregoing waiver of liability, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms and understand that I am giving up the substantial rights, including my right to sue. I acknowledge that I have the authority to execute this waiver in behalf of my child and am signing this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Parent/Guardian: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____

Complete Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone: (____) _____ - _____

Contact person in case of an emergency: _____

Emergency Contact Telephone: (____) _____ - _____



Project RIDE is a program of the Springfield Jewish Community Center
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