

JCC Ropes Course

Liability Waiver and Acknowledgement of Risk

In consideration of the services of the Springfield Jewish Community Center and all persons or entities acting in any capacity of their behalf (hereinafter collectively referred to as "JCC"), I hereby agree to release and discharge JCC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that Outdoor Adventure based recreational activities such as, but are not limited to: hiking, rock climbing, low ropes, and high ropes (Zip Wire) entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, to third parties. I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the activity.
The risks include, but are not limited to: slips and falls while walking in rugged, hazardous terrain; severe weather and environmental conditions, hypothermia; accidental sprains, strains, joint dislocation, and broken bones, falling from high places; the negligence of other participants; and exposure to potentially harmful wildlife, insects, and plant life.

"I hereby take full responsibility for these risks and understand that other risks may also exist. I take full responsibility for those risks"

2. "I understand that my negligence may result in injury to another person or equipment. I take full responsibility and hold harmless JCC from any claims, demands, or causes of action which are associated with my negligence. "
3. "I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks."
4. I hereby voluntarily release, forever discharge, and agree to indemnify, defend and hold harmless JCC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of JCC's equipment or facilities."
5. Should JCC 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.
6. I have read and fully understand this trip description and registration form, medical contact form, and any other materials provided by the JCC regarding the trip. I have had the opportunity to ask questions that I may have about the trip and related activities and the responsibilities and risks involved. All of my questions have been fully answered.
7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by such conditions.
8. In the event that I file a lawsuit against the JCC, I agree to do so solely in the commonwealth of Massachusetts, and I further agree that the substantive law of that commonwealth shall apply in that action without regard to the conflict of law rules of that commonwealth.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the JCC 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 _____ Date _____

Parent or Guardian's Additional Indemnification

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

Parent or Guardian Signature: _____ Print Name _____
Date _____

PLEASE COMPLETE INFORMATION ON THE REVERSE SIDE OF THIS DOCUMENT

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Health Information- All information must be completed

Name: _____ Age: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone : _____ Cell/Work Phone: _____

Does the individual listed above have any health problems or limiting physical disabilities or handicaps (temporary or permanent) that may affect their ability to participate in the program being offered by the Springfield Jewish Community Center? Yes No

If yes, please explain: _____

Does the individual have any allergies? Yes No

Reactions to medications? Yes No Any medical limitations? Yes No

If yes to any part of this question, please explain: _____

Is the individual currently taking any medications? Yes No

If yes, please list what medication is being taken and what condition it is for: _____

HEALTH/MEDICAL INSURANCE IS MANDATORY.

Health/Medical Insurance Carrier: _____

Policy Number: _____

Please provide the following information in the case of an emergency:

Person to notify: _____

Relationship: _____ Phone: _____

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