

# FUNTIME AMERICA

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## Important Information

Eatontown Amusements, LLC is committed to conducting its recreation and activities in a safe manner and holds the safety of participants in high regard. Eatontown Amusements, LLC continually strives to reduce such risks and insists that all 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 recreational activities.

You are solely responsible for determining if you or your minor child/ward are physically 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 activities.

## WARNING OF RISK

Climbing wall is an activity, which challenges and engages in 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. Understandably, not all hazards and dangers can be foreseen. The very nature of using climbing walls is hazardous and risky, including, but not limited to, overexertion, slips and falls, loose and/or damaged artificial holds. Being fallen on by other users belay and/or belayer failure, lack of good physical condition, inadequate or defective equipment, poor instruction of supervision, poor technique, carelessness, horseplay, premises defects, aggravation of existing known and unknown physical conditions, environmental hazards in an outdoor setting, and all other circumstances inherent to the use of climbing walls. In this regard, it must be recognized that it is impossible for Eatontown Amusements, LLC to guarantee absolute safety.

## WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in this program/activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward sustain as a result of participating in any and all activities connected with this program. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in this program/activity against Eatontown Amusements LLC, including its officials, agents, volunteers and employees (hereinafter collectively referred as Eatontown Amusements, LLC).

I do hereby fully release and forever discharge Eatontown Amusements, LLC from any and all claims for injuries, damages or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of. Connected with, or in any way associated with this program/activity.

**I have read and fully understand the above information, warning of risk, assumption of risk, and waiver release of all claims. If registering on-line or via facsimile, signature shall substitute for and have the same legal effect as original form signature.**

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\*\*\*\*PARTICIPATION WILL BE DENIED IF THE SIGNATURE OF AN ADULT OR PARENT/GUARDIAN (18 OR OLDER) AND DATE ARE NOT ON THIS WAIVER\*\*\*\*