CHAPIN PEDIATRICS, P.A.

GENERAL WAIVER, RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND COVENANT NOT TO SUE

In consideration of being allowed to participate in recreational activities at Chapin Pediatrics’ 10 Year Celebration, to be held at the Crooked Creek facility, and for certain equipment, facilities, grounds, or personnel of Chapin Pediatrics (the “Organization”) being made available to me, I the undersigned, acknowledge, appreciate, and agree that:

1. There are inherent risks involved with recreational activities, such activities including but not limited to running, jumping, bouncing on inflatables, playing games involving physical exertion and competition, and so forth (hereafter “Activities”). There are inherent risks involved with facilities used for recreational Activities (hereafter “Facilities”). The inherent risks involved with Activities and Facilities are significant and include but are not limited to the risk of physical injury, emotional distress, and death from falling, colliding with objects, walls or others, drowning, disease, exposure, injury on equipment, and actions of other participants. While the risks may be minimized with safety precautions, the risk of serious injury and death does exist.

2. I choose to voluntarily participate in these Activities at the Facilities with full knowledge that said Activities may be hazardous to me and my property. I hereby knowingly, freely, voluntarily, and expressly assume the risk of Activities on the Facilities, voluntarily exposing myself to the dangers thereof, even if arising from the negligence of the Organization (defined above) or Organizational Persons (defined below), and I assume full responsibility for any risk of loss, property damage or personal injury, including death, which may be sustained by me as a result of my participation. I expressly relieve the Organization and Organizational Persons of their legal duty towards me.

3. I certify that I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in these Activities on the Facilities.

4. I understand that these Activities are physically strenuous and I know of no medical reason why I should not participate.

5. I, for myself and on behalf of my heirs, hereby waive liability, release and forever discharge the Organization and its Board of Directors, its officers, agents, employees, representatives, and members individually (collectively “Organizational Persons”) from any and all demands, rights, and causes of action of whatever kind or nature, arising out of all known and unknown, foreseen and unforeseen risks of bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from or occurring during my voluntary participation in or in any way connected with the Activities and/or Facilities, whether caused by negligence of the Organization, Organizational Persons or otherwise, except that which is the result of gross negligence. I also agree to indemnify and hold harmless the Organization and Organizational Persons for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of my negligent or intentional act or omission while participating in these Activities.

6. I further covenant and agree that for the sole consideration stated above I will not sue the
Organization or Organizational Persons for any claim for damages arising or growing out of my voluntary participation in the Activities or on the Facilities.

7. This GENERAL WAIVER, RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND COVENANT NOT TO SUE shall remain in effect for as long as I am a participant in the Activities or on the Facilities. I certify that I am 18 years of age and suffering under no legal disabilities.

8. The terms “I” and “me” when used herein refer to the person executing this document except when the Participant in the Activities is a minor. When Participant in the Activities is a minor, the terms “I” and “me” refer both to the minor Participant and to the parent or legal guardian and this GENERAL WAIVER, RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND COVENANT NOT TO SUE is executed on behalf of both the minor, individually, and all parents, legal guardians, and heirs of both.

I HAVE CAREFULLY READ THIS GENERAL WAIVER, RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND COVENANT NOT TO SUE, AND I HAVE HAD SUFFICIENT TIME TO SEEK EXPLANATION OF THE PROVISIONS CONTAINED IN IT AND I FULLY AND COMPLETELY UNDERSTAND THE TERMS AND THEIR LEGAL EFFECT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I EXECUTE IT FREELY AND VOLUNTARILY, WITHOUT ANY DURESS OR INDUCEMENT.

Participant Signature: _______________________________ Date: ______________

Print Participant Name: _______________________________

FOR PARTICIPANTS UNDER THE AGE OF 18
I am the parent or legal guardian of the child whose name and signature appear above. I have read and understand this GENERAL WAIVER, RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND COVENANT NOT TO SUE, and I consent and agree to its terms individually and on behalf of the Participant.

Signature of Parent/Guardian: __________________________ Date: ______________

Print Parent/Guardian Name: __________________________