

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Feather River Recreation Park District, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FRRPD"), I hereby agree to release, indemnify, and discharge FRRPD, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in gymnastics, trampoline, and any other recreational activity entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling from equipment; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampolines expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from trampoline locations will raise the possibility of any manner of transportation accidents. Participants often fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participants own risk. In any event, if you or your child is injured, any medical assistance will be at your own expense.

Furthermore, FRRPD employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. 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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FRRPD 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 FRRPD's equipment or facilities, **including any such claims which allege negligent acts or omissions of FRRPD.**

4. Should FRRPD 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.

5. 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 costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against FRRPD, I agree to do so solely in the state of California, and I further agree that the substantive law of that state 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.

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 FRRPD 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.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Participant Signature _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

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

Parent or Guardian: _____ Print Name: _____ Date: _____