## PARTICIPANT RELEASE AND WAIVER OF LIABILITY FORM PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of September, 2024 on behalf of \_\_\_\_\_\_, a minor child (the "Participant"), by \_\_\_\_\_\_, the parent having legal custody and/or the legal guardianship of the Participant (the "Guardian"), releases Woodbury HOA ("HOA" hereinafter) organized and existing under the laws of the State of Washington and each of its directors, officers, employees, and agents.

I, the Guardian of the above named Participant, do hereby give my consent to his/her participation in all activities of the HOA. The Participant and the Guardian desire that the Participant engage in activities related to serving or participating in the HOA's activities as a player or participant. The Participant and the Guardian are responsible for the Participant's own insurance coverage in the event of personal injury or illness as a result of participation in activities of the HOA.

- 1. <u>Waiver and Release</u>: We, the Participant and the Guardian, Release and forever discharge and hold harmless HOA and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a participant with the HOA, including claims arising out of negligence. We understand and acknowledge that this Release Discharges HOA from any liability or claim that we may have against HOA with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Participant's involvement in the HOA's activities.
- 2. <u>Insurance</u>: I, the Guardian, affirm that the Participant is covered by primary medical insurance and understand that I am responsible for the Participant's medical bills if injury occurs. Further, we understand that HOA does not assume any responsibility for or obligation to provide the Participant with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the Participant's injury, illness, death or damage to his or her property. We expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by HOA in the event of such injury or medical expenses incurred by the Participant.
- 3. <u>Assumption of Risk</u>: We, the Participant and the Guardian, understand that the activities provided by HOA and which the Participant is involved in may include activities that are inherently dangerous to the Participant, including but not limited to the activities in inflatable bouncy house. We hereby expressly assume the risk of injury or harm of **the Participant** from these activities and Release HOA from all liability for injury, illness, death, or property damage resulting from these activities.
- 4. <u>Medical Treatment</u>: We, the Participant and the Guardian, hereby Release and forever discharge HOA from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Participant's activity with the HOA. We give our consent for the HOA to provide, administer, or obtain medical treatment for **the Participant**.
- 5. <u>Other</u>: We, the Participant and the Guardian, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that this Release shall be governed by and interpreted in accordance with the laws of the State of Washington. We agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I, the Guardian of the above named Participant, express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

Signature of Guardian

Date

Print Name