



CHELSEA PIERS CONNECTICUT LLC.

**PARTICIPANT WAIVER, RELEASE AND INDEMNITY AGREEMENT**

In consideration for voluntarily participating in the CPCT Adventure Center and/or Splash Zone, and/or for the services provided by Chelsea Piers Connecticut LLC, (CPCT), Chelsea Piers Management II (CPM II) their affiliates, members, directors, trustees, officers, agents, owners, employees, and/or all other persons or entities acting in any capacity on CPCT's and/or CPM II's behalf (collectively the "Released Parties"), I, individually and/or as parent and/or legal guardian of child attached to this waiver,) who participates in and/or to whom services are provided (collectively "Participant"), hereby voluntarily release, discharge, waive and relinquish all claims, actions, demands and/or liabilities whatsoever that Participant, its heirs, successors, assigns, and/or next of kin may have against the Released Parties (or any of them) including, but not limited to, claims for bodily injury, personal injury, emotional distress, property damage and/or wrongful death occurring to Participant. This release, discharge, waiver and relinquishment also pertains to any instruction(s) or supervision provided to Participant by or on behalf of the Released Parties (or any of them).

1. Nature and Scope of Risk - Participant acknowledges that participating in CPCT's Adventure Center entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to Participant, to property or to third parties.

2. Assumption of Risk - Participant expressly agrees and promises to accept and assume all of the risks associated with CPCT Adventure Center activity(s). Participant's participation in this activity(s) is purely voluntary, and Participant elect to participate in regardless of all risks, known and unknown.

3. Indemnification – I further agree that in the event that any claim, action and/or demand is made against the Released Parties (or any of them) by or on behalf of Participant or by a third party arising from, relating to or based on participation in the CPCT Adventure Center, then Participant shall defend, indemnify and hold harmless the Released Parties (or any of them) from, against and in respect of any loss, liability, cost and/or revenue (including reasonable attorney's fees) resulting from any such claim, action and/or demand.

4. Insurance - Participant declares that Participant has adequate insurance to pay for any injury or damage Participant may cause to third-party or suffer while participating. Otherwise, Participant agrees to bear the costs of such injury or damage to Participant or third-party. Participant further declares that Participant is willing to assume the risk of any medical or physical condition Participant may have.

5. Choice of Venue - In the event Participant files a lawsuit against the Released Parties (or any of them), Participant agrees to do so solely in the State of Connecticut, County of Fairfield and further agree that the substantive law of Connecticut shall apply in that action without regard to the conflict of law rules.

6. Use of likeness and/or image – Participant authorizes that CPCT has the right to use all photographs or videos taken of me or my child during parties/events/ classes/open sessions, etc. for advertising or promotional material.

I acknowledge that I have read this "Participant Waiver, Release and Indemnity Agreement," and am aware of the legal consequences of signing this binding agreement. I represent that I am at least eighteen (18) years of age and am legally bound by affixing my signature hereto. I sign this Release willingly, voluntarily and without any inducement, and agree to be bound by the terms contained herein. Participant agrees that if any portion of this agreement is found to be void and unenforceable, the remaining portions shall remain in full force and effect.

Participant's Name (printed) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_