

Play U LLC, Niagara International Sports & Entertainment (NISE) and Niagara FunPark
6929 Williams Road, Niagara Falls, New York 14304

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")**

In consideration of being permitted to participate in any way in any **Play U LLC, NISE and/or Niagara FunPark** events at any time ("activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of offered activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
2. Fully understand that: (a) offered activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"); (b) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; (c) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the 'releasees' named below; (d) there may be other risks, social, health and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the activity.
3. Hereby release, discharge, and covenant not to sue **Play U LLC, NISE and/or Niagara FunPark** its respective administrators, directors, agents, officers, members, volunteers, team members, employees, other participants, any sponsors, advertisers, owners and lessors of premises on which the activity takes place, (each considered one of the releasees herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
4. Acknowledge and accept that at all times while in attendance of/participating in offered activities at or by **Play U LLC, NISE and/or Niagara FunPark** I am required to accompany any/all minors I entered with and am responsible for their actions, activities, and safety. At no point will I leave the minor unsupervised for any amount of time during our use of the facilities or event.
5. I hereby authorize **Play U LLC, NISE and/or Niagara FunPark** and those acting pursuant to its authority to: (i) record my and all minor(s) I am in attendance with likenesses and/or voices on a video, audio, photographic, digital, electronic, or any other medium; (ii) use, reproduce, exhibit, and/or display my likeness and such recording in any medium (e.g. print publications, video, internet, etc.) for promotional, advertising, educational, and/or other lawful purposes. I release and waive any claims or rights of compensation or ownership regarding such uses and understand that all recordings shall remain the property of **Play U LLC, NISE and/or Niagara FunPark**.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____ Date of Birth: ____/____/____

Address: _____
(Street) (City) (State) (Zip)

Date: _____

MINOR RELEASE

And I, the minor's parent and/or legal guardian, understand the nature of offered activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees named above, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

Printed Name of Parent/Guardian: _____ Cell Phone # _____

Address: _____
(Street) (City) (State) (Zip)

Parent/Guardian Signature: _____

Date: _____ Parent E-mail: _____