where the fun keeps you coming back!

Boomerang's PLAYLAND

WAIVER AND RELEASE

In order for permission to be granted to allow entrance to a participant in any general admission, party program, camp or spectator format, the undersigned, on his or her own behalf of any executors, heirs, successors and assigns, and on the behalf of the participant(s)/guests identified below (hereinafter "Participant(s)") acknowledges, accepts and agrees without reservations to the following conditions:

I, *(the undersigned),* represent that I am the parent or legal guardian of the Participant(s) or I have obtained permission from the parent(s)/legal guardian(s) of the Participant(s) to execute this agreement on their behalf. I agree that the Participant(s) and I shall comply with all stated and customary terms, posted safety signs, rules and regulations, and verbal instructions from staff as conditions for participation in/or around any Boomerangs™ apparatus including but not limited to mega climbers, inflatable's, ball pits, parties accessories, and/or other equipment such as the use of any electronic games (or their encasings) (collectively "Activities") at Boomerangs playlands.

PLAYLAND APPARATUS CAN BE HAZARDOUS AND DANGEROUS. While Boomerangs™ is a place for fun, there are times when Participants can get hurt. Some Activities may require strenuous efforts and various degrees of mobility, development, skill and expertise to complete. I am aware that there are inherent risks associated with the participation of Activities offered at Boomerangs™ and that these Activities can result in serious injury to me and/or other Participant(s). I, on behalf of myself and the Participant(s) I brought with me to Boomerangs™, knowingly and freely assume all such risks and liabilities, both known and unknown, including those that may arise out of negligence or complacency of other Participants. If I observe any potential hazard, developing situation or general rule violations during our participation, I will without hesitation contact the manager on duty or general member of staff immediately and notify them of the issue at hand. I will not confront or chastise another Participant, parent or representing legal guardian, make any defamatory statements or enter into dialog that can be interpreted as confrontational rhetoric while at Boomerangs™.

I, *(the undersigned),* and on behalf of the Participant(s), acknowledge that I have read the rules and regulations and understand that it is my responsibility to ask questions about the operational aspects of Boomerangs™ including all rules and regulations if necessary. I understand and accept responsibility to ensure that the Participant(s) and I understand all the rules. Boomerangs™ employees monitor Participants behavior (both children and adults) but it is also my responsibility and obligation to monitor my Participant(s) and our comportment. I also understand and accept that I and my Participant(s) are on constant video surveillance while on Boomerangs™ premises (except when using the bathrooms). I hereby freely and willingly certify that the Participant(s) and I are in good health and that none of us have any physical limitations, ailments or other conditions that would preclude us from participating safely at Boomerangs™. I also declare that neither I nor the Participant(s) have any contagious diseases which could adversely affect other participants or that I am currently or have been under medical direction by a recognized United States M.D. to reside in confinement or be isolated for any period of time within the last 30 days due to any unknown illness.

ASSUMPTION OF RISK: WAIVER OF RIGHT TO SUE: By executing this agreement, it is my intention to assume all risk of injury and do hereby release and waive any rights to sue or exercise any legal right to seek damages against Boomerangs, LLC and the Boomerangs Playland™ group.

I HEREBY RELEASE, WAIVE AND INDEMNIFY, AGREE TO HOLD HARMLESS, AND AGREE NOT TO SUE BOOMERANGS, LLC., AND ITS OWNERS, EMPLOYEES, OFFICERS, MANAGERS, AND/OR ALL OTHER PERSONS OR ENTITIES ACTING ON ITS BEHALF (COLLECTIVELY THE "BOOMERANGS PLAYLAND™ GROUP"), FROM ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, PARTICIPANT(S)'S PARTICIPATION OR USE OF ACTIVITIES, THE PLAY AREA, INFLATABLES OR OTHER EQUIPTMENT, DANGEROUS OR DEFECTIVE EQUIPTMENT, NEGLIGENCE OR CARELESSNESS ON THE PART OF BOOMERANGS, LLC. EMPLOYEES, MISSTATEMENTS, A LACK OF AUTHORITY ON THE UNDERSIGNED'S PART TO ENTER INTO THIS AGREEMENT ON BEHALF OF ANY PARTICIPANT(S), AND/OR THE ACTIONS OR INACTIONS OF OTHER PARTICIPANTS, TO THE FULLEST EXTENT PERMITTED BY LAW. THIS WAIVER and RELEASE EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE BOOMERANGS PLAYLAND™ GROUP IN ACCORDANCE WITH THE LAW OF COMMONWEALTH of MASSACHUSETTS. If any portion of this agreement is found invalid it is agreed that the remainder shall continue in full legal effect.

I acknowledge that the Participant(s)'s involvement in any and all Activities at BOOMERANGS™ is strictly voluntary. I hereby certify I am over 18 years of age and I have carefully read the foregoing agreement not to sue, and acknowledge that I understand and agree to all of the above terms and conditions. I have had an opportunity to ask any and all questions prior to signing this agreement, I assume all risks and waive and release all substantial rights that may have been afforded to me.

_____

Parent/Guardian Printed Name *(please print clearly)*

_____

Parent/Guardian Signature

_____ _____

Date **Emergency Contact #**

_____

Address, City, State, Zip

_____

Email

PARTICIPANT'S NAME (PLEASE PRINT)	D.O.B.	AGE