

# WEST BROADWAY NEIGHBORHOOD ASSOCIATION

## WEST SIDE PLAY SPACE

### ~ 2013-2014 RELEASE FORM ~

---

**NOTE: Please carefully read this Release Form. This is a legally binding release which may reduce or eliminate your legal recourse in certain events.**

I, \_\_\_\_\_, am the parent/legal guardian of the child(ren) listed below and hereby request that my child(ren) be allowed to participate in the West Broadway Neighborhood Association's ("WBNA") West Side Play Space Program (the "WSPS"). I understand that the WBNA provides the WSPS as an indoor play space for children up to age 5. I understand that my child(ren) will be engaging in physical activity while at the WSPS and may be seriously injured as a result of the inherent risks involved. I understand that the WBNA does not provide supervision for children while at the WSPS. I, or the authorized guardian listed below, will be solely responsible for supervision of my child(ren) while at the WSPS and will remain onsite with my child(ren) while they are at the WSPS.

In consideration for WBNA allowing me to participate in the WSPS, I agree as follows:

(a) To WAIVE any and all claims and demands of whatever kind or nature, in law or in equity, that I may in the future have against West Broadway Neighborhood Association, its officers, agents, employees, directors, shareholders, affiliated entities, subsidiaries, agents, volunteers, all insurers, and all sponsors (hereinafter collectively referred to as "Releasees"), for any and all loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the WSPS Program (the "Program"), due to any cause whatsoever, including but not limited to negligence on the part of Releasees or anyone else associated with said Program.

(b) To RELEASE FROM LIABILITY AND HOLD HARMLESS Releasees for any and all loss, damage, injury or expense that I may suffer, or that my next of kin or guardian may suffer, as a result of my participation in the Program, due to any cause whatsoever, including but not limited to negligence on the part of Releasees or any entity or person hired or volunteering to perform any function with respect to the Program or anyone else associated with said Program. I understand that the WBNA does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. I hereby release and forever discharge Releasees from any claim whatsoever which arises or may arise on account of any first aid, treatment, or service rendered in connection with my participation in the Program.

(c) To VOLUNTARILY ASSUME AND ACCEPT all known and unknown risks of serious personal injury and/or death while participating in the Program.

(d) In the event of injury or death while participating in the Program, I expressly agree and covenant, on behalf of myself, my next of kin, not to file any claim or lawsuit against Releasees, or any entity or person hired or volunteering to perform any function with respect to the Program, or anyone else associated with said program.

I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Rhode Island, and that this Waiver and Release shall be governed and interpreted with the laws of the State of Rhode Island.

If any provision or provisions of this Release shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

I agree that, but for the enforceable nature of this document, WBNA would not have permitted the my participation in the Program. I am 18 years of age or older and I am competent to contract in my own name and on behalf of my child(ren).

I have read this document before signing below, and I fully understand the contents, meaning and impact of this consent, waiver, indemnity and release. This consent, waiver, indemnity, and release shall be binding on me, my child(ren), my (and their) heirs, executors, administrators and assigns.

IN WITNESS THEREOF, Participant has executed this Release on their behalf and on behalf of the child(ren) listed.

Parent/  
Legal Guardian: \_\_\_\_\_

Child(ren): \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized  
Guardian: \_\_\_\_\_

\_\_\_\_\_

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

Witness: \_\_\_\_\_

Phone: \_\_\_\_\_

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