

**Sensations TheraFun, Inc.**  
Waiver of Liability, Assumption of Risks, Release and Indemnity

Participant's Name (List multiple children) \_\_\_\_\_

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

State \_\_\_\_\_ Zip Code \_\_\_\_\_ E-Mail address \_\_\_\_\_

Parent or participant's responsible party \_\_\_\_\_

Contact phone number \_\_\_\_\_

Relationship to participant \_\_\_\_\_

**READ BEFORE SIGNING**

This is a binding legal document. The purpose of this document is to exempt, waive, and relieve Releasees, defined below, from liability for personal injury, property damage, wrongful death~ or other claims that may result from my being a participant in the activities of Sensations TheraFun, Inc, a family recreational and exercise facility.

In consideration of being permitted to participate in any way in the activities at Sensations TheraFun, Inc, or to utilize equipment provided by Sensations TheraFun, Inc and having voluntarily elected to participate, I as Participant (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable,) covenant and agree as follows:

1.1 RULES, TERMS, AND CONDITIONS OF PARTICIPATION. I have read and understand the Rules, Terms, and Conditions of participation (and have explained them to my minor Participant, if applicable,) and will comply with them at all times. Management, in its sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms, and Conditions of Participation. Management also reserves the right to modify or cancel Sensations TheraFun, Inc activities due to unfavorable weather conditions or technical difficulties.

1.2 APPRECIATION OF RISKS. I comprehend and appreciate that there are foreseeable and unforeseeable inherent dangers and risks of harm involved in the activities of Sensations TheraFun, Inc. I acknowledge that the activities are physically and mentally intense. I fully understand and acknowledge that: (a) risks and dangers exist in my use of Sensations TheraFun, Inc. equipment and my participation in Sensations TheraFun, Inc activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury or personal injury (whether physical~ emotional and/or psychiatric or any combination thereof), disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, wrongful death, loss of consortium, property damage and/or breach of contract, or any other damage or other ailments that could cause serious disability; (c) my participation in such activities and/or use of such equipment may also result in loss, damage, or destruction of my personal property; (d) These risks and dangers may be caused by the negligence of the owners, employees, officers or agents Sensations TheraFun, Inc.; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of the equipment, I (and as parent(s) or guardian(s) of a participant who is a minor, if applicable) hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of Sensations TheraFun, Inc, or by all other person. I further acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of said equipment, for failure to maintain or inspect equipment supplied to me, for negligent selection or retention of certain Releasees, or negligent supervision or instruction by Releasees.

1.3 RELEASE AND DISCHARGE. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), hereby release, discharge and hold harmless the Releasees from and against any and all claims, liability and/or causes of actions I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for bodily injury or personal injury (whether physical, emotional and/or psychiatric or any combination thereof), disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack~ death, wrongful death, loss of consortium) property damage, and/or breach of contract or any other damage or other ailments that could cause serious disability, occasioned by, arising out of, or incidental to my participation in the activities of Sensations TheraFun, Inc, whether or not resulting from or caused by negligence by, of and/of in the part of Releasees.

1.4 INDEMNITY. I shall defend, indemnify and save harmless Releasees from any and all claims, actions suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my participation (or that of my minor participant, if applicable) and to reimburse them for any such expenses incurred. I agree that this agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Releasee by me (or on behalf of my minor Participant, if applicable).

1.5 SEVERABILITY. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and if any portion thereof is held invalid, it is agreed that balance shall, notwithstanding, continue in full force and effect.

1.6 BINDING ON SUCCESSORS. This agreement binds the heirs, administrators, executors, personal representatives, dependants, and successors of the Participant and ensures the benefit of Sensations TheraFun, Inc and its successors and assigns.

1.7 DEFINITIONS.

(1) Releasees are Sensations TheraFun, Inc its principals, directors, officers and employees, and all of its agents, representatives, affiliates, suppliers, or distributors.

1.8 *If Participant is under the age of 18 years~*

I have read and agree to the terms set forth above in the WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT.

Furthermore, I permit my dependant to participate in the sport and activities of Sensations TheraFun, Inc, under the terms of the foregoing agreement.

(2) Participant is the individual who is engaged in the activities of Sensations TheraFun, Inc identified by Participant's NAME, ADDRESS, and TELEPHONE NUMBER as submitted at the beginning of this form. For any Participant who is under the age of eighteen years, Participant includes the Participants parents, guardian, or legal representatives.

Print name including name of parent or dependents responsible party \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_