



CITY OF NEWPORT

RELEASE AND HOLD HARMLESS AGREEMENT

_____, on behalf of myself and on behalf of _____, a minor child (hereafter collectively referred to as "Participants"), do hereby release, acquit and forever discharge the City of Newport, and each, every, and all of its officers, directors, agents, employees, representatives, and assigns from any and all action, causes of action, claims, demands, costs and expenses incurred as a result of any injuries or property damage which may be sustained by Participants or third parties, as a result of Participants participation on the play equipment located at the Easton's Beach facilities.

I, the undersigned, understand, acknowledge, and agree that play on play equipment, including, but not necessarily limited to, bounce houses, slides, playhouses, and related play structures, is inherently dangerous, and can result in physical injury to Participants and others on the play equipment and play area.

I, the undersigned, understand, acknowledge, and agree that play area activities can be extremely dangerous, and accept the risk thereof on behalf of myself and the minor child named above. I understand that Participants may suffer injuries or property damage from innumerable causes that may occur as a result of and among other things, accidents, acts of God, negligence, unpredictable actions of bystanders and other Participants, and/or negligent acts of third parties, all of which may result in injury or property damage to Participants or third parties on a temporary or permanent basis and that Participants or third parties may be seriously injured.

On behalf of myself and the minor child named above, I hereby assume the risk of injury or property damage, and I hereby waive and release the City of Newport and each, every, and all of its officers, directors, agents, employees, representatives and assigns from and against any and all claims, costs, and expenses in any way related to Participants use of the play area and equipment.

Should the City of Newport/Easton's Beach or anyone acting on their behalf incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against the City of Newport, I agree to do so solely in the State of Rhode Island, and I further agree that the substantive law of Rhode Island shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Date

Signature of Adult/Parent

Phone Number

Address

Emergency Contact/Relationship

Emergency Contact Phone Number

Email Address

_____ check here if you do not want to be added to our mailing list