



## Assumption of Risk, Waiver of Liability, And Indemnification Agreement (Connecticut)

**Nature of the Activity:** Questers' Way Inc. (also referred to as "Questers' Way") is a multi-purpose facility which offers clients the opportunity to participate in a number of physical activities which include but are limited to: free play on a large indoor play structure, structured lessons including dance, tumbling, cheer, yoga, and fitness classes, and organized games and activities as part of special events and parties which may be physically demanding. It is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN knows that the diverse offerings at Questers' Way are sometimes active and vigorous and, consequently, involve some risks of injury that are inherent to the activity. *While it is impossible to eliminate all risk and possibility of injury*, Questers' Way 1) has designed the facility with safety as a prime concern 2) requires participants to follow all posted and verbally stated rules, 3) provides instruction for all organized activities, 4) provides general supervision of the indoor park, and 5) has developed rules and policies that focus on safety.

Questers' Way feels that it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN understands the types of injuries that can occur. Vigorous group activities such as fitness and dance programs can lead to minor injury. Injuries could include, but are not limited to, muscle strains and sprains, bruises, abrasions, and contusions. More serious injuries are possible, such as broken bones, ligament and joint injuries, concussions, and eye injury (including loss of vision in an eye). Although rare, as in any vigorous physical activity, catastrophic injury is possible. Some examples of catastrophic injury are brain injury; spinal cord and back injuries that may result in permanent disability and/or paralysis; heart attack; and death. Even though the occurrence of such an injury is unlikely, Questers' Way management and staff feel that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN should be aware of all possibilities.

**Assumption of Inherent Risks:** I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN have read the above paragraphs and **know** that Questers' Way activities contain inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of Questers' Way activities and their potential impact on my well-being and lifestyle. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

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**Waiver of Liability for Ordinary Negligence:** In consideration of permission to use the Questers' Way property, facilities, and services, today and on all future dates, **I**, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, on behalf of myself, my spouse, my heirs, personal representatives, and assigns [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue Questers' Way**, its owners, directors, officers, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as *Protected Parties*] from liability **from any and all claims arising from the ordinary negligence** of Questers' Way or the *protected parties*.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in Questers' Way activities (including, but not limited to, instruction, individual park play, activities related to adventure birthday parties, classes, observation, individual use of facilities or equipment, bathroom/ changing room area, café, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

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**Indemnification Agreement:** I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, **agree to hold harmless, defend, and indemnify Questers' Way and Protected Parties** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the *Releasing Parties* arising from my injury or loss due to my participation at Questers' Way (including claims arising from the inherent risks of Questers' Way activities and those arising from the **ordinary negligence** of Questers' Way or *Protected Parties*). **I further agree to hold harmless, defend, and indemnify Questers' Way and Protected Parties** (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at Questers' Way (including claims arising from the inherent risks of Questers' Way activities and those arising from the **ordinary negligence** of Questers' Way or *Protected Parties*).

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**Mediation and Arbitration:** In the event any dispute arises, I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, agree to engage in good faith efforts to **mediate** a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation at Questers' Way shall be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect.

**Clarifying Clauses:**

- **1)** I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, confirm that this agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and Questers' Way and cannot be modified or changed in any way by representations or statements by any agent or employee of Questers' Way.
- **2)** I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by **the laws of the State of Connecticut** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**In order for Questers' Way to more effectively provide for the safety of the participant, Questers' Way asks ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN to help us by certifying the following:** I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN

*(Capability Assertions)*

- possess a sufficient level of skill and physical fitness for safe participation in Questers' Way activities.
- have no health problems that would make participation in Questers' Way activities unwise.
- acknowledge that Questers' Way encourages each client to get medical clearance prior to participation.
- acknowledge that it is the participant's duty to inform staff and cease exercise immediately if he/she feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.

*(Behavior Agreements)*

- agree to attempt only activities that I feel I am capable of performing safely.
- agree to stay in areas that will not place me in undue danger.
- agree to obey all safety rules and alert the staff to any rules violations or dangerous behavior of co-participants.
- acknowledge that the provider may need to end my participation if I present a danger to myself or others

*(Emergency Authorizations)*

- authorize Questers' Way to administer emergency first aid, CPR, and use an AED when deemed necessary by Questers' Way.
- authorize Questers' Way to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Questers' Way and I agree to assume all costs of emergency medical care and transportation.

*(Use of Images)*

- give permission to Questers' Way to use any photographs, images, or likenesses taken of me in its marketing brochures, ads, videos, or other media.

**Acknowledgment of Understanding: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, have read** this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and **fully understand** its terms. I understand that I am **giving up substantial rights**, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability** due to 1) **ordinary negligence** by Questers' Way and the *Protected Parties* or to 2) the **inherent risks** of Questers' Way activities, to the greatest extent allowed by law in the State of Connecticut. *Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.*

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Print Name of Child

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Signature of Legal Parent/Guardian