

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

SPECIAL NOTICE TO THE LEGAL GUARDIAN OF A MINOR CHILD:

THIS IS A LEGALLY BINDING AGREEMENT THAT YOU SHOULD READ CAREFULLY BEFORE SIGNING. WE RECOMMEND YOU CONSULT WITH AN ATTORNEY IF YOU DO NOT UNDERSTAND ANY OF THE TERMS OF THIS AGREEMENT. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY WHERE YOUR CHILD MAY BE SERIOUSLY INJURED, UP TO AND INCLUDING DEATH. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THERA-PLAY, PLLC, ITS OWNERS, SUCCESSORS, AFFILIATES, EMPLOYEES, AND AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM PARTICIPATING IN THIS ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK is entered into between Thera-Play, PLLC and myself, the legal guardian of a minor child or minor children. Thera-Play, PLLC, its owners, successors, affiliates, employees, and agents (hereinafter each a "Released Party" or collectively "Released Parties") offer activities for minor children and I desire for my child(-ren) to participate in these activities. In consideration of having my child(-ren) (hereinafter referred to as "Participant") participate in these activities, I acknowledge and agree as follows:

1. Activities and Risks. I understand that swimming, surfing, and related activities, such as playing at the beach and park, exposes participants to numerous risks that might result in physical injury, such as scrapes, bruises, cuts, broken bones, and even more serious injuries such as permanent disability, paralysis, and death; emotional injury; and property loss or damage. These risks include, among others, the following: waves, riptides, marine life, drowning, falling onto sharp objects, and being struck by other individuals or objects. Surf boards and play equipment may malfunction and/or be defective. Participants may act in a negligent or intentional manner which contributes to the injury of themselves or another participant. Released Parties, visitors, and other persons present may act negligently or engage in other wrongful conduct. Thera-Play, PLLC may fail to warn participants or legal guardians of certain inherent risks. Other risks, both known and unknown, may be encountered.
2. Assumption of Risks. **With the full understanding of the risks outlined in Provision 1 above, on behalf of myself, Participant, our personal representatives, and heirs, I voluntarily agree to assume any and all of the risks that are associated with participating in the activities offered by Thera-Play, PLLC.**
3. Release and Indemnity. **On behalf of myself, Participant, our personal representatives, and heirs, I hereby release, hold harmless, and indemnify the Released Parties with respect to liability for any personal injury, up to and including death, property loss or damage, and any and all other claims, demands or causes of action which accrue to me or the Participant that are in any way related to the participation in an activity of Thera-Play,**

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PLLC or the use of its equipment. The claims which I hereby release for myself, Participant, our personal representatives, and heirs include claims of negligent (including, to the maximum extent allowed by law, grossly negligent) acts or omissions of a Released Party. In addition, I agree to protect, defend, hold harmless and indemnify (including the payment of reasonable attorney's fees, costs, and insurance deductibles) Released Parties with respect to any claim of loss suffered or caused by the Participant, by whomever it may be brought, in any way related to the Participant's participation in an activity of Thera-Play, PLLC or the use of its facilities or equipment. This agreement of indemnity includes claims of negligent (including, to the maximum extent allowed by law, grossly negligent) acts or omissions of a Released Party.

4. Other.
- a. If any part of this agreement is held by a court of law to be unenforceable, the remaining provisions shall survive.
 - b. It is my intent to comply fully with Florida law, including with respect to a legal guardian's authority to release certain claims on behalf of his/her minor child.
 - c. The venue of any legal action arising out of, concerning, or involving this agreement, or a claim of any sort against a Released Party, will be Volusia County, Florida.
 - d. The laws of the State of Florida will be applied to any interpretation of this agreement and any dispute which arises between me and/or the Participant and a Released Party.
 - e. Unless I otherwise notify Thera-Play, PLLC, this Release of Liability and Assumption of Risk will apply to Participant's future participation in activities by Thera-Play, PLLC for ONE YEAR from the date of signature.

1) _____
Participant Name Date of Birth

2) _____
Participant Name Date of Birth

3) _____
Participant Name Date of Birth

**I CERTIFY THAT I AM THE LEGAL GUARDIAN OF THE PARTICIPANT(S) LISTED ABOVE.
I HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK.
I VOLUNTARILY AGREE TO ITS TERMS.**

Printed Name of Legal Guardian Signature of Legal Guardian Date

In the Event of an Emergency, Contact Name and Phone Number:
