

## DECLARATION OF FITNESS FOR RE/MAX FAMILY FUN DAY AT KING'S SPORTS CENTRE PARTICIPANT-MINOR

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during RE/MAX Family Fun Day at King's Sports Centre Activities, including but not limited to roller skating, bowling and rock climbing:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of RE/MAX Family Fun Day at King's Sport Centre activities, I will notify the Supervisor of the King's Sports Centre immediately.

**I have read the above Declarations, understand them, and I agree to be bound by them.**

\_\_\_\_\_  
Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

\_\_\_\_\_  
Name of Parent or Guardian  
(Please Print)

\_\_\_\_\_  
Date (mm/dd/year)

\_\_\_\_\_  
Address of Parent or Guardian

\_\_\_\_\_  
Contact Number

\_\_\_\_\_  
Emergency Contact Number

\_\_\_\_\_  
Name of Minor (Please Print)

\_\_\_\_\_  
DOB (mm/dd/year)

\_\_\_\_\_  
Age

\_\_\_\_\_  
School Attended

\*\*\*\*\*  
If you cannot sign the above declaration because of any of the above conditions, you must notify management immediately prior to entering King's Sports Centre.  
\*\*\*\*\*

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

### Express Assumption of Risk Associated with RE/MAX Family Fun Day at King's Sport Centre Use and Related Activities.

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with RE/MAX Family Fun Day at King's Sport Centre use, roller skating, bowling, rock climbing, bouncy castle, transportation of equipment related to the activities, and travelling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. Loss of balance, coordination, difficulty or inability to control speed and direction, rapid or uncontrolled acceleration .
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, or other obstacles.
5. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
6. Impact or collision with other skaters, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

**\*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

### Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or entities, herein referred to as releases.

\_\_\_\_\_  
Owner (Company and/or Person)

2. To release the releases, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.

4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**FOR PARTICIPANTS OF MINORITY AGE:** This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releases, but also to release and indemnify the Releases from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

\_\_\_\_\_  
Signature of Parent/Adult/Legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

\_\_\_\_\_  
Name of Parent/Adult/Legal Guardian (Please Print)

\_\_\_\_\_  
Name of Minor (Please Print)

13. I also expressly grant the RE/MAX Cayman Islands and any third party authorized by RE/MAX Cayman Islands the right to film, videotape, photograph, record the voice of, and make any reproduction of the persons physical likeness and voice and their irrevocable right in perpetuity to use, display, digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including but not limited to the exhibition and or / online use broad cast, theatrically or on television, cable, radio, or any motion picture film video tape, DVD, CD, or any published articles in which such likeness may be printed, used, or incorporated, and in the advertising, exploiting and publicizing of RE/MAX Cayman Islands.  
(Initial here \_\_\_\_\_).