

RELEASE (TENNIS BALL MACHINE—COMMERCIAL ACTIVITY FOR MINOR)

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF WESTCHASE COMMUNITY ASSOCIATION, INC., AND ITS DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM WESTCHASE COMMUNITY ASSOCIATION, INC., AND ITS DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND WESTCHASE COMMUNITY ASSOCIATION, INC., AND ITS DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS HAVE THE RIGHT TO

REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration for my child's or ward's use of the tennis ball machine offered by Westchase Community Association, Inc., through its employees and/or contractors, and with the understanding that the use of the tennis ball machine involves inherent risks including, but not limited to, electrical shock, electrocution, personal injury caused by tennis balls or the tennis ball machine, property damage caused by tennis balls or the tennis ball machine, malfunction of the tennis ball machine, and other inherent risks. I understand the risks in the preceding sentence are illustrative and not exhaustive. I agree it is impractical and unnecessary to identify each and every inherent risk associated with the use of the tennis ball machine. I AGREE TO ASSUME THE RISKS incidental to my child's or ward's use of the tennis ball machine on behalf of my child or ward and his or her heirs, representatives, executors and administrators. I, on behalf of my child or ward, as well as his or her heirs, representatives, executors and administrators, FURTHER AGREE NOT TO SUE and hereby RELEASE and forever discharge Westchase Community Association, Inc., and its directors, members, employees, agents, contractors, representatives, successors, and assigns from all liabilities, claims, actions, damages, costs or expenses of any nature, arising out of or in any way connected my child's or ward's use of the tennis ball machine

I, _____, by signing this Release, below, represent that I am
(Print your full name)
a natural guardian of the minor child, _____.
(Print the full name of your child)

DO NOT SIGN THIS RELEASE UNLESS YOU ARE A NATURAL
GUARDIAN OF THE MINOR CHILD USING THE TENNIS BALL MACHINE.

I understand and acknowledge that I must present (1) the original or a certified copy of the birth certificate for my child (or other document(s) which evidences my natural guardianship rights of my child), and (2) my state-issued photograph identification card to WCA Staff to copy before my child may use the tennis ball machine. WCA Staff will sign and date below to acknowledge these documents were copied and returned to the natural guardian who signed this release.

I further represent that I have fully read, understand, and agree to be bound by the terms of this Release.

Signature: _____

WCA Staff: _____

Dated: _____

Dated: _____