



Summer Camp Waiver

Complete and email to: play@kheloney.com

*Children will be unable to attend unless this waiver is completed.

Childs Name: _____

In the event of an emergency, who should we contact first?
Please list name, phone and relationship to child(ren).*

Individual(s) authorized to pick up your child(ren)*

1) Participant agrees that Kheloney may use image and likeness in photo, video or other multimedia for any legal use; including but not limited to marketing, advertising, publicity, and web content. Furthermore, participant(s) understands and acknowledges that no compensation, royalty or fee will be payable to participant for such use. *

I agree (please tick)

2) Participant agrees to our pledge at all times when participating in activities involving instruction or recreation offered by Kheloney. Participant also agree to follow all reasonable requests and directions of the Kheloney program regarding conduct during Kheloney programs. Kheloney reserves the right to terminate the involvement of any Participant at any time, without refund, if the Participant fails or refuses to follow the directions of the Kheloney personnel, or if the Participant engages after warning in behavior which is offensive, insulting or demeaning to any other participant. *

I agree (please tick)

3) In consideration of Kheloney's offer to provide instruction and participation as above described, Participants hereby WAIVE, RELEASE and COVENANT NOT TO SUE KHELONEY, its owners, members, officers, directors, employees, sub-contractors, volunteers and/or agents, or any person or entity through whom the services of Kheloney were offered to Participants (collectively "Releasees") upon any claims for accident, death, bodily injury or other cause of action, in tort or in contract, arising in whole or in part out of any instruction or recreational activity offered to Participant by Kheloney. Participants further undertake that they will indemnify, defend and hold Releasees harmless from all loss, cost or damage, including attorneys fees, which may result to Releasees owing to the assertion of any such claim.*

I agree (please tick)

4) Assumption of All Risks: Participants have made their own judgment that the activities and services offered by Kheloney are appropriate for Participant, that Participant has the physical strength and mental acuity to participate and that Participant can benefit from same notwithstanding the risks inherent in the activities which are contemplated. Participants have knowingly decided to fully assume the risk of any injury to Participant that arises out of participation in activities sponsored by Kheloney, regardless of whether such injuries are attributable, in whole or in part, to any act or omission by Kheloney, any person or entity by whom the Kheloney program is sponsored or offered, by any owner of land on which the activities take place or by any third party including another Participant. *

I agree (please tick)

5) Risks: Participants wish to obtain from Kheloney certain instruction and participation in recreational activities involving a play space. Participants recognize that some outdoor activities, like most recreational activities, presents risks of accident and physical injury to participants and that such accidents and physical injury may occur for reasons that are unpredictable and/or beyond the control of Participants or Kheloney. Such injuries may include serious injuries, permanent disability, paralysis and/or death. *

I agree (please tick)

6) Removal or destruction of Kheloney property or third party office space will be persecuted with the full force of law.

I agree (please tick)

7) Purchaser Information

Parties: The parties to this Release, Waiver of Liability and Indemnity Agreement ("Agreement") are Kheloney INC acting on its own behalf and on behalf of its members, officers, employees, agents sub-contractors and volunteers (collectively "KHELONEY") and below-listed Participant(s) ("Participant") acting through his/her parent /guardian (Name and Address listed below, hereinafter collective described as "Participants.") *

I agree (please tick)

Signed _____

Date _____

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