



ALEX AND ANI[®] CITY CENTER



BUMPER CAR PROGRAMMING Participant Release of Liability & Assumption of Risk

In consideration of being allowed to participate in any way in the Bumper Car programming, related events and activities of the ALEX AND ANI City Center, I, _____, the undersigned, acknowledge, appreciate, and agree that

1. The risk of injury from the activities involved in this programming is significant, including the potential for permanent paralysis and death. Particular rules, equipment, and personal discipline may reduce but will not eliminate the risk.
2. I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, of participation in the Bumper Car programming, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for participation.
3. I willingly agree to comply with the stated and customary terms and conditions for participation in the Bumper Car programming. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY, RELEASE, INDEMNIFY, AND HOLD HARMLESS, the City of Providence, Providence Parks Department, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasees of premises used to conduct the event ("Releasees") WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. In further consideration of allowing me to participate in the aforementioned activities, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the RELEASEES or ALEX AND ANI City Center arising from my activities at the ALEX AND ANI City Center.

Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose.

- I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.
- I HAVE READ AND UNDERSTAND THE RULES AND POLICIES REGARDING USE AND OPERATION OF THE BUMPER CARS.

X _____ Date _____ Age: _____
PARTICIPANT SIGNATURE (if 18 or older)

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(17 & UNDER AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ Date: _____
PARENT/GUARDIAN SIGNATURE (if participant is 17 or younger)

EMERGENCY PHONE NUMBER: () _____ Age of Child: _____