Annunciation Youth Ministries Presents...

A Junior High Recreation Event

Friday, February 12, 2010
7pm-10pm

at Water Park of America

What Will This Cost?
$25 will cover the cost of admission,snack and transportation.

What Should I Bring?
Towel, swimsuit and money for concessions if you have not eaten dinner.

Questions:
Call Jimmy at 612-824-9993 x243, voicemail 506 or you can send an email to jim.dunn@annunciationmsp.org

How Do I Register?
Universal Medical Form required! If not already on file, extra forms are available outside the Youth Room and on the Annunciation website. Have a parent complete a Universal Medical Form, Water Park of America Release, Permision slip and turn in with a $25 payment by Wednesday, February 10th to Annunciation Youth Ministries, 509 W. 54th Street, MPLS, MN 55419. Make checks payable to Annunciation Church.

FOR PARENTS:

I give permission for my child _____ to take part in the Junior High Recreation Event at Waterpark of America sponsored by Church of the Annunciation. In consideration of the opportunity for my child to participate and fully recognizing that such an undertaking involves an element of risk, we assume all risks and hazards incidental to such participation and so hereby release, absolve, indemnify and agree to hold harmless the Archdiocese of St. Paul and Minneapolis, the Church of the Annunciation, their agents, employees and officers, and the chaperones, leaders, organizers and sponsors and the persons transporting our child to and/ or from these activities. Neither the Archdiocese of St. Paul and Minneapolis, the Church of the Annunciation, nor any of said persons shall be held financially responsible for any injury, illness or death incurred as a direct result of this activity. We, the undersigned, have read this release and understand all its terms and execute it voluntarily and with full knowledge of its significance. In the event of an emergency and we cannot be contacted, we hereby authorize that emergency treatment may be administered.

I UNDERSTAND IF THERE ARE ANY CHANGES WITH THE UNIVERSAL MEDICAL FORM ON FILE, IT IS THE PARENTS OR YOUTHS RESPONSIBLILTY TO UPDATE THIS INFORMATION WITH AYM.

PARENT SIGNATURE: _____

ASSUMPTION OF RISK, RELEASE AND INDEMNITY

The use of the facilities at Water Park of America ™ naturally involves the risk of injury, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk and agrees that Bloomington Hospitality, LLC, Bloomington Waterpark, LLC, and Decathlon Exchange, LLC, and any of their affiliated entities or any officer, director, member, agent, servant or employee (hereinafter collectively "WPOA") will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any damage to the undersigned, the undersigned's spouse, the undersigned's children, guest or relative (hereinafter collectively "GUEST") resulting from the negligence of WPOA or anyone else using the facilities. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves the GUEST, the undersigned agrees to (a) defend WPOA against such claims and pay WPOA for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (b) indemnify WPOA for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of Minnesota. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of Hennepin County, Minnesota.

WAIVER OF LIABILITY

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i) WPOA; (ii) any other guest, visitor or person present or using the facilities or equipment of WPOA; (iii) any designers, manufacturers or installers of the facilities or equipment of WPOA including but not limited to Wave Loch, Inc., Wave House of Sand Diego, LLC, Thomas J. Lochtefeld, Aquatic Development Group, Inc., and any subsidiary companies; and/or (iv) the landlord of WPOA for any and all harm or damage to the GUEST in connection with GUEST'S use of any WPOA facilities or equipment including but not limited to the FlowRider® or in connection with any activities sponsored by WPOA whether or not such activities take place outside of any premises owned or operated by WPOA. This Agreement releases WPOA from any liability to GUEST, their heirs, next of kin, assigns or personal representatives for any losses or damages or claims or demand arising out of GUEST'S personal injuries, damage to property or GUEST'S death, even if WPOA's individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against WPOA, its owners, directors, employees or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

1. Injuries resulting from the negligence of the owners, operators, employees, or volunteer assistants of WPOA; or the negligence of guests, visitors or persons who may be present at WPOA; or the negligence of any designers, manufacturers or installers of the facilities or equipment of WPOA; or the negligence of the landlord of WPOA;
2. Injuries or death resulting from the failure or negligent misuse, by me or by others, of the facilities or equipment of WPOA;
3. Injuries resulting from slips, trips, falls or other such accidents that occur while using the facilities or equipment of WPOA, or which may be caused by other persons' use of the facilities or equipment of WPOA;
4. Injuries resulting from participating in and/or using equipment in connection with activities sponsored by WPOA which may take place outside of any premises owned or operated by WPOA; and
5. Injuries that occur from the negligence or lack of adequate training of those volunteers, agents or employees of WPOA who seek to assist with medical or other help either before or after injuries have occurred; and
6. Injuries that occur from flowboard (stand-up) and/or bodyboard (lying down or kneeling) riding activities.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries that may occur as a result of these risks, even if such injuries occur in a manner that is not foreseeable at the time this Agreement is signed.

GUEST UNDERSTANDS AND ACKNOWLEDGES THAT BODYBOARD AND FLOWBOARD RIDING ACTIVITIES HAVE INHERENT DANGERS AND/OR RISKS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE AND GUEST EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF PERSONAL INJURY OR DEATH, WHETHER FORSEEABLE OR NOT, SUSTAINED IN CONNECTION WITH PARTICIPATION ON THE FLOWRIDER®. BY SIGNING BELOW, THE GUEST ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO GUEST THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

_____ _____

Signature of Adult (If participant under 18, Parent/Legal Guardian's signature) Date

_____

Print Name

If under 18 _____ _____
please print _____ _____
all names _____ _____

Last Update – 4-08