



**DAMARISCOTTA PUMPKINFEST & REGATTA™
BOUNCE HOUSE & KIDSZONE
PARTICIPANT RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT**

While the Damariscotta Pumpkinfest™ aims to provide fun experiences, we must remind parents that participation in the bounce house & KidsZone does present the risk of injury. At the request of our insurer, we must now require parents/guardians to sign this waiver acknowledging and accepting all risks inherent in such activities.

In consideration for my child being allowed to participate in the bounce house & KidsZone, I acknowledge, appreciate and agree that:

- 1. The risk of injury from the activities involved in the bounce house & KidsZone is significant, including the potential for permanent paralysis and death.**
- 2. I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, even if arising from negligence of others, and assume full responsibility for my child's participation.**
- 3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard in my presence, I will remove myself and my child from participation and bring such hazard to the attention of the nearest volunteer.**
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless Damariscotta Pumpkinfest, its officers, owners, volunteers, agents, participants, sponsors, advertisers, and lessors of premises used to conduct the bounce house & kid's activities (Releasees), from any and all claims, demands, losses and liability arising out of or related to any INJURY, DISABILITY OR DEATH my child may suffer, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.**

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. This is to certify that I, as parent/guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above of all 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 liability incidents due 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.

**PARTICIPANT(S) NAME &
DATE:** _____

SIGNATURE OF PARENT/GUARDIAN & DATE: _____

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*DAMARISCOTTA PUMPKINFEST™ – A 501(c)(3) CORPORATION (# 26-4461-248)/ MAINE LICENSE (#CO8102)
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