

# Bonfante Gardens Waiver Hammerhead Kids Triathlon July 16, 2006

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## WAIVER AND FULL RELEASE OF ALL CLAIMS

For valuable consideration received, I, the undersigned participant/parent/guardian/volunteer, do hereby grant Body and Mind Solutions, Bonfante Gardens Family Theme Park, Paramount parks Inc., and Cedar Fair, L.P. (the "Parties") the absolute and irrevocable right and unrestricted permission in respect of photographic portraits or pictures that the Parties takes of me or in which I may be included with others during the event; to copyright the same, in the Parties' name or otherwise; to use, re-use, publish, and re-publish the same in whole or part, individually or in conjunction with others photographs, and in conjunction with any printed matter, in any and all media now or hereafter known, and for any purpose whatsoever, for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration; and to use my name in connection therewith as the Parties so choose.

I hereby acknowledge that by voluntarily attending and participating in the Hammerhead Kids Triathlon, promoted by Body and Mind Solutions and Bonfante Gardens Family Theme Park, I am assuming all risks, potential hazards, and dangers of physical injury or illness to myself/my daughter/my son/my ward. I do fully, for myself and all others who might have similar claims, waive, release, indemnify, hold harmless and forever discharge the Parties, their parents, affiliates, subsidiaries, licensees, advertising, promotion agencies, sponsors, media partners, event sponsors, and their respective directors, officers, agents, legal representatives, assigns and employees of each of the above from any and all rights and claims or damages which myself/my daughter/my son/my ward may sustain while attending and participating in this event, including demands arising out of or in connection with the use of the photographs, including without limitation any and all claims for libel or invasion of privacy. I understand the risks and have noted any relevant medical conditions below.

I am of full age and have the right to contract in my own name. I have read the foregoing and fully understand the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

\_\_\_\_\_  
Printed Name of participant

\_\_\_\_\_  
Age (if under age 18)

\_\_\_\_\_  
Signature  
Participant / Parent or guardian for entrants under age 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Relevant Medical Conditions

\_\_\_\_\_  
In case of emergency, contact

\_\_\_\_\_  
Cell Phone/Pager (Emergency use)

NO PARTICIPANT WILL BE ALLOWED TO PARTICIPATE IN THE COMPETITION UNLESS THIS FORM HAS BEEN PROPERLY FILLED OUT AND SIGNED AND TURNED IN TO THE APPROPRIATE RACE REPRESENTATIVE.