

Tributary at New Manchester
WTS International

Name of Participant (printed) _____ Date _____

Address _____

Telephone _____ Alternate _____

Waiver and Release of Liability for Minors

I represent to WTS International at Tributary at New Manchester that my child is physically fit to perform those of the activities described below which he/she may undertake at any Tributary at New Manchester/WTS International facility and that I am responsible for all health risks associated with such activities. I understand that any evaluation or assessment of his/her physical fitness and any recommendation of activities made by WTS International shall not be a substitute for obtaining such evaluation, assessment or recommendation from a physician before undertaking a physical exercise program or engaging in any of the activities at Tributary at New Manchester.

I acknowledge WTS International, Tributary at New Manchester, their affiliates, including its employees, are not licensed medical practitioners, and their advice is therefore limited in scope and is not a substitute for medical supervision and advice. I acknowledge that my child's attendance at or use of any Tributary at New Manchester facility or participation in any Tributary at New Manchester/WTS International activities or programs, including without limitation use of equipment, could cause injury to him/her. In consideration of his/her attendance at or use of any Tributary at New Manchester facility or activity, I hereby assume all risks of personal injury, property loss or other damages which may result from or arise out of attendance at or use of any Tributary at New Manchester facility, program or activity. The foregoing risks shall include but not be limited to, risks associated with racquet sports, aerobics, fitness equipment, weight lifting, team and individual sports, exercise, swim and water activities, showers, adventure sports, and parking. My assumption of risk shall also include environmental, theft, and contagion risk in addition to risks associated with use of facilities and health or advisory services. I understand that the foregoing waiver of liability on my child's behalf shall apply to any and all claims against Tributary at New Manchester, WTS International, their owners, shareholders, officers, directors, employees, agents, or affiliates (collectively Tributary at New Manchester/WTS International affiliates) for any such personal injuries, property loss or other damages connected to or arising out of any of the aforesaid risks.

I hereby on behalf of my son/daughter, myself and my heirs, executors, administrators and assigns, fully and forever release and discharge Tributary at New Manchester, WTS International and all affiliates from any and all claims, damages, and demands, rights of

action or causes of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my child's attendance at or use of any Tributary at New Manchester facility or his/her participation in any WTS International program or activity, including those which arise out of negligence of Tributary at New Manchester, WTS International and or their affiliates. Further, I hereby release and discharge Tributary at New Manchester, WTS International and or their affiliates from any and all liability for any loss, or theft, or damage to personal property, including without limitation automobiles and the contents of storage bags or areas such as lockers.

In consideration of my use of community facilities and participation in community programs and with knowledge of risk, I, for myself, my heirs, assigns and next of kin hereby release and waive any claims against Tributary at New Manchester Community Association Inc, Douglasville Development, LLC and WTS International Inc, its employees, officers, directors and agents arising from or in connection with my participation in the community facilities and programs.

I acknowledge that I have carefully read this waiver and release and fully understand that it is a waiver and release of liability.

Name of Parent/ Guardian (printed)

Signature of Parent/ Guardian

Staff initials

Date