

**BLACK MOUNTAIN ELEMENTARY SCHOOL  
CAVE CREEK UNIFIED SCHOOL DISTRICT  
Waiver, Release, Hold Harmless, and Indemnification Agreement**



As consideration for being allowed to enter the play area and/or participate in the Festival at Black Mountain Elementary School (BMES) the undersigned, on his or her behalf, and on the behalf of the Participant (s) identified below, acknowledges, appreciates, understands, and agrees to the following:

I represent that I am the parent or legal guardian of the Participant (s) named below or I have obtained permission from the parent/legal guardian of the Participant (s) named below to execute this agreement on their behalf.

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Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

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Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

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Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

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Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

I acknowledge and understand that there are risks associated with participation in BMES activities, the use of the play area (Field), rental items including but not limited to: tents, tables, chairs, games, trailers, and inflatable equipment including but not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death. I, for myself and the Participant (s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume. I agree that the Participant (s) named, and I shall comply with all stated and customary terms, posted safety signs, rules and verbal instructions as conditions for participation at Fall Festival at BMES. I, for myself, the Participant (s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless and indemnify the independent school of Black Mountain Elementary and CCUSD, their predecessors, parent volunteers, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages caused by participation. I additionally agree to indemnify Black Mountain Elementary and CCUSD their predecessors, parent volunteers, subsidiaries and affiliates, officers and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation. I am of physical ability to participate, and I am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

Parent / Guardian Name (please print): \_\_\_\_\_

Parent / Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact number: ( \_\_\_\_\_ ) \_\_\_\_\_

**\*No activity will be allowed regardless of ticket purchases without a signed Waiver. Each participant must have a completed waiver on file before entering the event.**