

Participant's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



TC ARMSTRONG, INC. OBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND  
**ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT**

**THIS IS A LEGAL DOCUMENT.** BY SIGNING IT, YOU ARE LIMITING YOUR ABILITY TO RECOVER DAMAGES FROM TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND FOR ANY DAMAGES YOU SUSTAIN WHILE AT ITS PREMISES OR FACILITIES. IF YOU HAVE ANY QUESTION ABOUT THE LEGAL CONSEQUENCES OF THIS DOCUMENT, PLEASE OBTAIN ADVICE FROM YOUR LAWYER PRIOR TO SIGNING. THIS DOCUMENT MUST BE SIGNED BEFORE YOU PARTICIPATE IN ANY ACTIVITY AT TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND

**BY SIGNING THIS DOCUMENT (the "Agreement"), AND IN CONSIDERATION OF YOUR USE OF THE RAINBOW PLAYROOM (the "Playroom"), YOU AGREE AND UNDERSTAND:**

1. Recreational and playful activities in and around play equipment such as the play equipment in the Playroom ("Play Activities") can be inherently dangerous, especially to children, and can result in personal injuries, including disability, paralysis, and death, as well as property damage and other loss (collectively, "Injuries"). Injuries can occur from falling, jumping, landing, and colliding (with playmates, objects, and equipment). The risk of these injuries can increase when other people are present, whether those people are users, spectators, TC Armstrong, Inc. staff or others. You understand the potential injuries involved and choose to voluntarily participate in the Play Activities at your own risk.

**IN CONNECTION WITH YOUR PRESENCE AT THE PLAYROOM AND YOUR PARTICIPATION IN THE PLAY ACTIVITIES:**

- **YOU FOREVER WAIVE ANY AND ALL CLAIMS FOR DAMAGES, INCLUDING INJURIES, THAT YOU MAY HAVE AGAINST TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND AND**
  - **YOU FOREVER RELEASE TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND FROM ANY AND ALL LIABILITY FOR ANY DAMAGES, INCLUDING INJURIES THAT YOU MAY SUFFER; AND**
  - **YOU FOREVER HOLD HARMLESS AND INDEMNIFY TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND FROM ANY AND ALL LIABILITY FOR ANY DAMAGES, INCLUDING INJURIES, TO ANY THIRD PARTIES CAUSED IN WHOLE OR IN PART BY YOU; AND**
  - **YOU AGREE NOT TO SUE TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND, FOR ANY CLAIMS YOU MAY HAVE OR WHICH MAY ARISE; AND**
  - **YOU ASSUME AND ACCEPT ALL RISKS OF INJURIES AND DAMAGES ASSOCIATED WITH YOUR PRESENCE AT TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND AND YOUR PARTICIPATION IN THE PLAY ACTIVITIES.**
2. TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND, means its managers, employees, officers, directors, stockholders, agents, representatives, suppliers and any other person or company in any way associated with TC Armstrong, Inc.
  3. This Assumption of the Risk and Release of Liability Agreement is on behalf of the user of the Playroom personal representatives, assigns, heirs and family.
  4. You shall read and comply with the Rules of Safety/Conduct prior to engaging in any activity at the Playroom, and shall obey instructions from TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND staff. You have no physical, medical, or mental condition that would prevent you from complying with the Rules of Safety/Conduct or that would limit or affect your participation in the Play Activities or jeopardize your health or the health of those around you in any way.
  5. You agree to give up your right to a trial by a court or a jury. Any dispute between you and TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND. Shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association. The arbitrator's award shall be final and binding upon the parties and judgment upon the award may be entered by any court of competent jurisdiction. The place of arbitration shall be the American Arbitration Association office which is nearest to the Playroom used by you.
  6. If any provision of this Agreement is found invalid, it shall be revised in a manner consistent with the intent of that provision and shall not invalidate the remaining provisions of this Agreement. This Agreement will be interpreted and governed by the laws of the States of IOWA and KANSAS.
  7. This Agreement may not be orally modified, nor any provision waived except in writing signed by an officer of TC ARMSTRONG, INC. DBA RAINBOW PLAY SYSTEMS OF THE HEARTLAND. You have knowingly and freely made this Agreement, without any kind of inducement or assurance.

**PARENTS AND GUARDIANS: BY SIGNING THIS AGREEMENT, YOU AGREE TO ALL ITS TERMS ON BEHALF OF YOURSELF, THOSE PERSONS IDENTIFIED IN PARAGRAH 4 AND YOUR CHILD/WARD. YOU AGREE TO ADVISE THE CHILD/WARD OF HIS OR HER DUTY OF CONDUCT UNDER THIS AGREEMENT.**

I have read, understand, and agree to all terms of this Agreement.

Signature \_\_\_\_\_ Today's Date: \_\_\_\_\_

Name (print) \_\_\_\_\_

Relationship to child/ward, if not parent: \_\_\_\_\_

Name of child/ward: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address of parent/guardian: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Phone Number of parent/ guardian: \_\_\_\_\_

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

**PICTURE DISCLAIMER**

By signing the above Agreement, I also agree that photos of my child can be taken and used in Rainbow of the Heartland's Marketing Material.

How did you hear about us? \_\_\_\_\_

**IMPORTANT:** We do not sell, rent or share your information with third parties. The information is stored securely on our servers and accessed only by Rainbow of the Heartland.