

**FARMINGTON WATER PARK
SEASON PASS FORM**



- PLEASE PRINT -

NAME

TITLE (Mr, Mrs, Dr)	FIRST NAME	MI	LAST NAME
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RESIDENCE

STREET	CITY	STATE	ZIP CODE
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TELEPHONE

()
HOME

PERSONAL

BIRTHDATE	SEX	SOCIAL SECURITY NO.
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EMERGENCY

EMERGENCY CONTACT'S NAME AND TELEPHONE

FAMILY MEMBERS ON PASS

	NAME (LAST IF DIFFERENT)	BIRTH DATE	SEX	SKU #
SPOUSE 1	_____	___/___/___	_____	_____
CHILDREN 2	_____	___/___/___	_____	_____
	_____	___/___/___	_____	_____
	_____	___/___/___	_____	_____
	_____	___/___/___	_____	_____
	_____	___/___/___	_____	_____
	_____	___/___/___	_____	_____

**Youth is defined as under 12 years of age
Adult is defined as 12 years of age and over
Family members must meet IRS definition of dependents**

Pass Type: _____	Date: _____	C _____
Application is: _____ New _____ Upgr		B _____
Receipt No.: _____	Amount Paid: _____	SKU #: _____
		L _____

FARMINGTON WATER PARK
CITY OF FARMINGTON, MISSOURI
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to enter the Water Park for any purpose, including, but not limited to observation, use of facilities or equipment, or participation in any way, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering will, inspect such premises and facilities. It is further warranted that such entry into the Water Park for observation, participation or use of any facilities or equipment constitute an acknowledgment that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation or use.

IF FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE WATER PARK FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the City of Farmington, its Council, officers, employees and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon or about the premises or any facilities or equipment therein.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the Water Park premises or in any way observing or using any facilities or equipment of the Water Park whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasee or otherwise while in, about or upon the premises of the Water Park and/or while using the premises or any facilities or equipment hereon.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Missouri and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and *effect*.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE:

Date

Signature of Applicant