



**CHELSEA PIERS CONNECTICUT LLC.
PARTICIPANT WAIVER, RELEASE AND INDEMNITY AGREEMENT**

In consideration for voluntarily participating in the Health, Wellness, Sport Expo's Billy Blanks Jr. Dance It Out and/or Captain Saam's Scuba Class at Chelsea Piers Connecticut, and/or for the services provided by Chelsea Piers Connecticut LLC, (CPCT), Chelsea Piers Management II (CPM II) their affiliates, members, directors, trustees, offices, agents, owners, employees and/or all other persons or entities acting in any capacity on CPCT's and/or CPM II's behalf (collectively the "Released Parties"), I, individually and/or as parent and/or legal guardian of child attached to this waiver, who participates in and/or to whom services are provided (collectively "Participant"), hereby voluntarily release, discharge, waive and relinquish all claims, actions, demands, and/or liabilities whatsoever that Participant, its heirs, successors, assigns, and/or next of kin may have against the Released Parties (or any of them) including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage, and/or wrongful death occurring to Participant. This release, discharge, waiver, and relinquishment also pertain to any instruction(s) or supervision provided to Participant by or on behalf of the Released Parties (any of them).

1. Nature and Scope of Risk – Participant acknowledges that participating in Health, Wellness, Sport Expo's Billy Blanks Jr. Dance It Out and/or Captain Saam's Scuba Class at Chelsea Piers Connecticut entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to participants, to property or to third parties.
2. Assumption of Risk – Participant expressly agrees and promises to accept and assume all of the risks associated with CPCT Adventure Center Activities. Participant's participation in this activity is purely voluntary, and Participant elect to participate regardless of all risks, known and unknown.
3. Indemnification – I further agree that in the event that any claim, action, and/or demand is made against the Released Parties (any of them) by or on behalf of Participant or by a third party arising from, relating to or based on participation in the Health, Wellness, Sport Expo's Billy Blanks Jr. Dance It Out and/or Captain Saam's Scuba Class at Chelsea Piers Connecticut, then participant shall defend, indemnify and hold harmless the Released Parties (any of them) from, against, and in respect of any loss, liability, cost and/or revenue (including reasonable attorney's fees) resulting from any such claim, action and/or demand.
4. Insurance – Participant declares that Participant has adequate insurance to pay for any injury or damage participant may cause to third-party or suffer while participating. Otherwise, Participant agrees to bear the costs of such injury or damage to third party or Participant. Participant further declares that Participant is willing to assume the risk of any medical or physical condition Participant may have.
5. Choice of Venue- In the event Participant files a lawsuit against the Released Parties (any of them), Participant agrees to do solely in the State of Connecticut, County of Fairfield and further agree that the substantive law of Connecticut shall apply in that action without regard to the conflict of law rules.
6. Use of likeness and/or image – Participant authorizes that CPCT, TMK Sports & Entertainment, LLC, and Stamford Health (Hospital) have the right to use all photographs or videos taken of me or my child during these parties/events/classes/open sessions, etc. for advertising or promotional material.

I acknowledge that I have read this "Participant Waiver, Release and Indemnity Agreement," and am aware of the legal consequences of signing this binding agreement. I represent that I am at least eighteen (18) years of age and am legally bound by adding my signature hereto. I sign this release willingly, voluntarily and without any inducement, and agree to be bound by the terms contained herein. Participant agrees that if any portion of this agreement is found to be void and unenforceable, the remaining portions shall remain in full force and effect.

Participants Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Email: _____

Phone Number: _____ D.O.B: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

Participant Signature: _____

DISCOVER SCUBA with CAPTAIN SAAM'S SCUBA SCHOOL at Chelsea Piers CT Swimming Pool.
The class is open to children 10 and over. Those under 18 must be accompanied by a parent. Please bring your swimsuit and towel. Only 4 people allowed per class per 1 instructor. Receive a \$50 coupon toward future scuba lessons with Capt. Saam's Scuba School.

YES, I agree to pay \$35 per person to Capt. Saam for the Discover Scuba, two-hour class.

Please check a box (or boxes) below to indicate what class you'd like to take:

- October 21, Sunday, 12:00 p.m. – 2:00 p.m.**
- October 21, Sunday, 1:00 p.m. – 3:00 p.m.**
- October 21, Sunday, 2:00 p.m. – 4:00 p.m.**
- October 21, Sunday, 3:00 p.m. – 5:00 p.m.**

Please come early to enjoy the *7th Annual Stamford Health, Health Wellness & Sports Expo 2016 presented by WABC-TV*, October 20 and 21, Saturday, 10am – 4pm and Sunday, 11am – 4pm at Chelsea Piers CT, 1 Blachley Road, Stamford, CT 06902.

How did you hear about Expo 2018 and Capt. Saam's Scuba School?

PLEASE RETURN YOUR COMPLETED FORM AND \$35 per person PAYMENT TO:

Captain Saam
Captain Saam's Scuba School
863 Main Street, Stamford, CT 06902
Office: 203 327-2822
Email: CaptSaam@capt-saam.com, Websites: www.Capt-Saam.com, www.HWS-EXPOS.com

For any additional questions, please call TMK Sports & Entertainment, O: 203 531-3047, F: 203 532-5696