

Nelle's Playland LLC Waiver and Release of Liability

I, hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or cause of action of any kind whatsoever arising out of my participation in this activity, and do hereby release and forever discharge owners Janelle Gallegos and Allen Gallegos and their business Nelle's Playland LLC, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns for any physical or psychological injury, including but not limited to burns, falls, any physical injury, illness, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activity, including traveling to and from an event related to this activity.

Assumption of Risk: I understand and acknowledge that participating in open play activities, classes, birthday parties, and private events involves inherent risks, including but not limited to slips, falls, collisions, and other accidents that may result in injury or harm.

Release of Liability: I hereby release, waive, discharge, and covenant not to sue Explore Learn and Play, its owners, employees, agents, representatives, and affiliates from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my child while participating in open play activities, classes, birthday parties, or private events at Explore Learn and Play.

Indemnification: I agree to indemnify and hold harmless Nelle's Playland LLC, its owners, employees, agents, representatives, and affiliates from any and all liabilities, damages, costs, and expenses, including attorney's fees, arising out of or related to my participation in open play activities, classes, birthday parties, or private events or any breach of this waiver.

Medical Treatment: In the event of an injury or medical emergency, I authorize Explore Learn and Play and its staff to seek medical treatment for myself or my child, including transportation to a medical facility, if deemed necessary. I understand that I am responsible for any costs associated with medical treatment.

Compliance with Rules and Regulations: I agree to comply with all rules, regulations, and instructions provided by Explore Learn and Play staff while participating in open play activities, classes, birthday parties, or private events. I understand that failure to comply may result in my removal from the premises.

Photography and Publicity: I consent to the use of photographs, videos, or other media taken during open play activities, classes, birthday parties, or private events for promotional, marketing, and publicity purposes by Nelle's Playland LLC. Please understand we are very aware of the unfortunate use of children on the internet. We do our very best to not include any faces of children in our marketing. (initial) x_____

Governing Law: This waiver shall be governed by and construed in accordance with the laws of New Mexico, United States, without regard to its conflict of law principles.

I am voluntarily participating in the aforementioned activity and am participating in the activity entirely at my own risk. I am aware of the risks associated with the activity. I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I expressly agree to release and discharge Janelle and Allen Gallegos along with their business Nelle's Playland LLC and all affiliates from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against Janelle and Allen Gallegos along with their business Nelle's Playland LLC and all affiliates for personal injury or property damage.

I have read and understand this waiver and voluntarily agree to its terms and conditions.

Please print name X_____

Please sign X_____