



WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in a Parents and Play group (the "Activity"), and as consideration for the right to participate in the Activity, 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 causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Parents and Play, 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 illness, paralysis, 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.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I understand that volunteer facilitator(s), Activity participants, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns of Parents and Play may not be medical experts, and I should ask my doctor about any or all advice, recommendations, and the like that should arise from participation in said Activity.

I agree to indemnify and hold harmless Parents and Play against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and related costs, if litigation arises pursuant to any claims by me or by anyone else acting on my behalf. If Parents and Play incurs any of these types of expenses, I agree to compensate Parents and Play.

I acknowledge that Parents and Play and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Parents and Play.

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 Parents and Play and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, 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 a legal action against Parents and Play for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Parents and Play, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any of the aforementioned actions, neglect, or recklessness.

This Agreement was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Parents and Play agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or submitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following persons in the order presented:

Emergency Contact: Relationship: Phone Number:

I, the undersigned Participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: Participant's Address:

Signature: Date:

PARENT/GUARDIAN WAIVER FOR MINORS

I understand that inherent in the Activity is the participation of my child, a minor under the age of consent (18 years of age), for whom this release must also be signed by his/her parent/guardian as follows:

While my child is participating in the Activity, I acknowledge and assume all the foregoing risks on his/her behalf. I hereby certify that I am the parent/guardian of _____, named above, and do hereby give my consent without reservation to the forgoing on behalf of this individual.

Parent/Guardian Name: Relationship to Minor:

Signature: Date:
