

Activity Waiver Form

THIS ACTIVITY WAIVER FORM (this "Waiver") dated this _____ day of _____, _____.

IN CONSIDERATION of being allowed to participate in the Activity and other good and valuable consideration, the receipt of which is hereby acknowledged, I

_____, "Parent/Guardian" of _____ (the "Participant") agree with Greatest Matriarchs Society of 8712 E Sprague Ave #7439, Spokane Valley, WA 99212, USA, Oregonicali LLC d/b/a The Goody Bar And Grill of 8714 E Sprague Ave #1, Spokane Valley, WA 99212, USA, Patriarchs of Progression Society of 8714 E Sprague Ave #90951, Spokane Valley, WA 99212, USA, and !Lyyv! Entertainment LLC of 8712 E Sprague Ave #1000, Spokane Valley, WA, 99212 (collectively the "Activity Provider") to the following:

DETAILS OF ACTIVITY

1. Scheduled from March 15, 2023 to March 15, 2024, the Parent/Guardian consents to the Participant participating in the following activity: "KidZone" or "TeenZone" at The Goody Bar And Grill to include various activities, including eating, drinking, dancing, karaoke, performing on stage, and other activities to be advertised (on the social media of: Greatest Matriarchs Society, Patriarchs of Progression Society, !Lyyv! Entertainment LLC, and Oregonicali LLC d/b/a/ The Goody Bar And Grill) (the "Activity") provided by the Activity Provider, and agree on behalf of the above minor Participant to all the terms and conditions of this Waiver.
2. By signing the Activity Waiver Form, the Parent/Guardian represents that they have legal authority over and custody of the Participant. And, that in the event, legal authority or custody is shared with another party, that party is aware of and consents to the Participant's participation in the Activity.
3. The Parent/Guardian declares by signing this document, that they have the authority to enter this agreement on behalf of the Participant, and that both Parent/Guardian(s) consent to the Waiver of the rights herein, and a sole signature represents both Parent/Guardian(s) willingness to consent to this Waiver.

CONSIDERATION

4. Being the Parent/Guardian of the Participant, a minor, and in consideration of the Participant being permitted to participate in the Activity, the Parent/Guardian releases and forever discharges the Activity Provider, the Activity Provider's spouse, heirs, executors, administrators, legal representatives, and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the Activity, and notwithstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Activity Provider.

Initials: _____

5. The Parent/Guardian agrees to indemnify and defend the Activity Provider against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from Participant's or/and family of Participant's use of or presence upon the facilities utilized by Activity Provider.
6. The Parent/Guardian agrees to pay for any/all damages to the facilities utilized by the Activity Provider, caused by any negligent, reckless, or willful actions by the Participant.
7. The Parent/Guardian understands that the Participant would not be permitted to participate in the Activity unless the Parent/Guardian signed this Waiver.

CONCURRENT RELEASE

8. The Parent/Guardian acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant by the Activity Provider, and with the intention of binding the Participant's parents, guardians, spouse, heirs, executors, administrators, legal representatives, and assigns.

FITNESS TO PARTICIPATE

9. The Parent/Guardian agrees that the Participant is expected to observe and obey all posted rules and warnings, and further agrees that the Participant must follow any oral instructions or directions given by Activity Provider, or the employees, representatives or agents of Activity Provider as they pertain to the Activity.
10. The Parent/Guardian acknowledges to the Activity Provider that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If requested, the Participant will provide a medical examination and clearance to the Activity Provider.
11. In the event of an injury to the Participant during the aforementioned Activity, the Parent/Guardian grants the Activity Provider or the employees, representatives or agents of the Activity Provider permission to arrange for all necessary medical treatment for which the Parent/Guardian shall be financially responsible. This temporary authority will begin at the date of this Waiver, and will remain in effect until terminated in writing by the undersigned or March 15, 2024, whichever occurs first. The Activity Provider shall have the following powers: a. the power to seek appropriate medical treatment or attention on behalf of the Participant as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital; b. the power to authorize medical treatment or medical procedures in an emergency situation; and, c. the power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

FULL AND FINAL SETTLEMENT

12. The Parent/Guardian acknowledges and agrees with the Activity Provider that: (1) the Activity Provider has given the Parent/Guardian sufficient time to carefully read this Waiver, (2) the Parent/Guardian has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver, (3) the Parent/Guardian fully understands the risks and

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claims that the Parent/Guardian and Participant is waiving to participate in the Activity, (4) the Parent/Guardian is freely and voluntarily executing this Waiver on the Participant's behalf; (5) the Activity Provider has offered to refund any prepaid fees paid for the Participant to participate in the Activity, if the Parent/Guardian chooses not to sign this Waiver, or terminates any provision of this waiver in the future; and (6) the Participant and Parent/Guardian is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant and Parent/Guardian may sustain while participating in or preparing for the Activity.

- 13. This Waiver and each of its terms are the product of an arm length's agreement between the parties. In the event, any ambiguity is found to exist in the interpretation of this Waiver, or any of its provisions, the Parent/Guardian, explicitly rejects the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based on their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

Governing Law

- 14. This Waiver will be governed by and construed in accordance with the laws of the State of Washington. Any legal or equitable claim that may arise from participation in the Activity shall be resolved under Washington law.
- 15. The invalidity or unenforceability of any provision of this Waiver, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Waiver or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Waiver.
- 16. The aforementioned Parent/Guardian and all other applicable parties will attempt to resolve any dispute arising out of or relating to this Waiver through friendly negotiations amongst the parties, and if the matter is not resolved by negotiation, the parties will resolve the dispute using the following Alternative Dispute Resolution (ADR) procedure: a. any controversies or disputes arising out of or relating to this Waiver will be submitted to mediation in accordance with any statutory rules of mediation; b. if mediation is unsuccessful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association; c. the arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

EMERGENCY CONTACT

- 17. Name: _____
Phone: _____

Initials: _____

IN WITNESS WHEREOF the Parent/Guardian of Participant has duly affixed their signature on this _____ day of _____, _____.

I HAVE READ THE ENTIRETY OF THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS WAIVER, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AS THEY PERTAIN TO THE PARTICIPANT AND THEIR PARTICIPATION IN THE AFOREMENTIONED ACTIVITY.

(Parent/Guardian of Participant)