

WAIVER OF LIABILITY

This Waiver of Liability (this "Agreement") is entered into as of this day by and between Backyard Adventures, LLC, a Pennsylvania limited liability company (the "Company"), Participant (the "Participant"), and the Venue (the "Venue").

Background

- Backyard Adventures, LLC (the "Company") organizes and conducts physical and fitness activities designed for children.
- The Participant wishes to participate in organized children's physical and fitness activities for children from the Company for personal or public events and engage in activities involving such Equipment.
- The Participant acknowledges understanding of the nature of the activities and the inherent Risks associated with the participation in these children's activities.

The parties agree as follows:

1. Acknowledgment of Risk

1. **Nature of Activities.** The Participant acknowledges that the activities provided by the Company, including but not limited to the use of bounce houses, slides, and mechanical bulls, involve inherent risks. These risks may result in physical injury, emotional harm, property damage, or even death. The Participant understands that these activities are recreational and may not be subject to the same safety standards as other more regulated activities.
2. **Voluntary Participation.** The Participant confirms that their participation in the activities is voluntary and that they are participating with full knowledge of the potential risks. The Participant acknowledges that they have the right to refuse to participate in any activity if they are not comfortable with the associated risks. By choosing to participate, the Participant assumes full responsibility for any injury, loss, or damage that may occur.

2. Assumption of Risk & Waiver of Liability

1. **Assumption of Risk.** The Participant acknowledges that participation in activities involving organized children's physical and fitness activities provided by the Company involves inherent risks, dangers, and hazards. These risks include, but are not limited to, physical injury, emotional distress, property damage, or death, which may result from various causes, including but not limited to: equipment malfunction, improper use of equipment, lack of supervision, negligence of other participants, and unforeseen circumstances. The Participant understands and appreciates these risks and voluntarily chooses to participate despite them. The Participant acknowledges that the Company cannot eliminate all risks associated with the use of the organized children's physical and fitness activities, and the Participant is aware of the potential for serious injury or death.
2. **Waiver of Liability.** In consideration for being permitted to participate in activities involving the organized children's physical and fitness activities, the Participant, on behalf of themselves, their heirs, executors, administrators, and assigns, hereby waives, releases, and discharges the Company, its owners, officers, employees, agents, and representatives from any and all claims, liabilities, actions, damages, costs, or expenses of any kind, including but not limited to attorneys' fees, arising out of or in any way connected with the Participant's use of the organized children's physical and fitness activities or participation in related activities.
3. **Release of Claims.** To the fullest extent permitted by law, the Participant, on behalf of themselves, their heirs, executors, administrators, and assigns, does hereby release, acquit, and forever discharge the Company, its owners, officers, directors, employees, agents, and affiliates from any and all claims, actions, causes of action, demands, rights, damages, costs, losses, and expenses, arising from or related to the use of the organized children's physical and fitness activities. This release extends to claims based on negligence, but not gross negligence or intentional misconduct, on the part of the Company or its agents. The Participant acknowledges that this release is intended to be as broad and inclusive as is permitted by the law of Pennsylvania. The release provided herein extends to the Company, Backyard Adventures, LLC, as well as its owners, officers, directors, employees, agents, and affiliates. These Released Parties are intended to be third-party beneficiaries of this release, and this release may be asserted as a bar to any claim brought by the Participant against any of the Released Parties. The Company acts on behalf of all such Released Parties with respect to this release.

3A. Venue Release and Indemnification. The Participant acknowledges and agrees that the activities may take place on property or at facilities owned, leased, or operated by third parties (the "Venue"). The Participant, on behalf of themselves, their heirs, executors, administrators, and assigns, hereby releases, waives, and discharges the Venue, its owners, officers, directors, employees, agents, landlords, lessors, affiliates, successors, and assigns (collectively, the "Venue Released Parties") from any and all claims, demands, actions, liabilities, or causes of action of any kind arising out of or related to participation in activities organized by Backyard Adventures, LLC, including but not limited to injury, illness, property damage, or death, whether arising from the negligence of the Venue Released Parties or otherwise.

The Participant further agrees to indemnify, defend, and hold harmless the Venue Released Parties from and against any and all losses, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) resulting from or related to the Participant's participation in the activities or presence on the Venue's property. This release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania

1. **Compliance with Safety Rules.** The Participant shall adhere to all safety guidelines and instructions provided by the manufacturer, installer, or Company for the participation in these children's activities. This includes, but is not limited to, reading and understanding all provided manuals, warnings, and instructional materials before using the Equipment. The Participant acknowledges that failure to comply with these guidelines may result in Injury, Property Damage, Loss, or Death, and the Participant assumes all Risk associated with such non-compliance.
2. **Conduct During Activities.** The Participant agrees to exercise due care in the use of the organized children's physical and fitness activities and to conduct themselves responsibly during all activities, follow the instructions of the Company's staff, and ensure they do not engage in reckless or unsafe behavior that could endanger themselves or others.
3. **Medical Treatment Authorization.** The Participant hereby authorizes the Company, its employees, or agents to obtain medical treatment for the Participant, or for any Minor on whose behalf the Participant is signing, in the event of an injury or medical emergency during participation in activities involving the organized children's physical and fitness activities. This authorization includes, but is not limited to, consent for emergency medical care, hospitalization, and transportation to a medical facility. The Participant agrees to be responsible for all costs associated with such medical treatment.
4. **Photo and Video Release.** The Participant grants the Company and its agents the irrevocable right to use photographs, videos, or other recordings taken of the Participant, or any Minor on whose behalf the Participant is signing, during activities involving the organized children's physical and fitness activities for promotional, marketing, or other legitimate business purposes. The Participant waives any right to inspect or approve the finished product wherein their likeness appears. The Participant understands that they will not receive any compensation for such use.
5. **Capacity to Waive. Authority for Minors.** If the Participant is the parent or legal guardian of a Minor who will be participating in activities involving the organized children's physical and fitness activities, the Participant represents and warrants that they have the legal authority to execute this Agreement on behalf of the Minor. By signing this Agreement, the Participant acknowledges that they are waiving certain rights, including the right to sue, on behalf of the Minor. The Company relies on this representation and warranty in allowing the Minor to participate in activities involving the organized children's physical and fitness activities. The Participant agrees to indemnify and hold harmless the Company from any claims brought by or on behalf of the Minor arising out of or related to the Minor's participation in these children's activities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Child's Name: _____

Parent/Guardian Name: _____

Signature: _____

Date: _____