

WAIVER OF LIABILITY, ASSUMPTION OF RISK & RELEASE

This Waiver of Liability, Assumption of Risk & Release (this "Agreement") is entered into by and between **Backyard Adventures, LLC**, a Pennsylvania limited liability company (the "Company"), the child or adult participating in an activity (the "Participant"), the parent or legal guardian signing on behalf of a minor (the "Parent/Guardian"), and, where applicable, the property owner or facility where the activity occurs (the "Venue").

Background

Backyard Adventures, LLC organizes and conducts children's and family physical-fitness, sports, recreational, and party activities. Activities may include, but are not limited to, obstacle courses, relay races, running, jumping, agility and coordination activities, sports, ball games, Nerf-style games, tug-of-war, parachute games, dancing, karaoke, group games, and other age-appropriate recreational or fitness activities.

A Participant may be a minor child or an adult. A parent, guardian, family member, or other adult who chooses to join, demonstrate, assist with, or otherwise take part in any activity is also a Participant under this Agreement and agrees to the same assumption-of-risk, waiver, release, safety, and conduct provisions that apply to all Participants.

The Participant and/or Parent/Guardian acknowledges understanding the nature of these activities and the inherent risks associated with participation.

1. Acknowledgment of Risk

Nature of Activities. Participation in physical-fitness, sports, recreational, and party activities involves inherent risks, including falls, collisions, contact with other participants or equipment, overexertion, strains, sprains, cuts, bruises, broken bones, illness, property damage, serious injury, and, in rare circumstances, death. Risks may arise from the actions or inactions of the Participant, other participants, spectators, the condition of the activity area, equipment, weather, or other foreseeable or unforeseeable circumstances.

Voluntary Participation. Participation is voluntary. Each Participant may decline or stop any activity at any time. By choosing to participate, the Participant knowingly accepts and assumes the risks associated with the activity.

2. Assumption of Risk & Waiver of Liability

Assumption of Risk. The Participant knowingly and voluntarily assumes the inherent risks, dangers, and hazards associated with participation in activities organized or conducted by the Company. The Participant understands that the Company cannot eliminate all risks associated with physical and recreational activities.

Waiver and Release. In consideration for being permitted to participate, the Participant, and where applicable the Parent/Guardian on behalf of a minor Participant, releases and discharges the Company, its owners, officers, employees, agents, representatives, and affiliates from claims, liabilities, actions, damages, costs, or expenses arising out of or related to participation, to the fullest extent permitted by Pennsylvania law. This release is intended to include claims based on ordinary negligence, but does not release claims that cannot lawfully be waived, including gross negligence or intentional misconduct.

Adult Participation. A parent, guardian, family member, spectator, or other adult who enters an activity area and voluntarily participates in, demonstrates, assists with, or joins an activity is deemed an Adult Participant. By signing this Agreement, an Adult Participant acknowledges and assumes the risks of their own participation and agrees that the waiver and release in this Agreement applies to their own participation as well as, if applicable, their execution of this Agreement on behalf of a minor.

3. Venue Release and Indemnification

The Participant acknowledges that activities may take place on property or at facilities owned, leased, managed, or operated by third parties (the "Venue"). To the fullest extent permitted by law, the Participant releases, waives, and discharges the Venue and its owners, officers, directors, employees, agents, landlords, lessors, affiliates, successors, and assigns (collectively, the "Venue Released Parties") from claims arising out of or related to participation in activities organized by Backyard Adventures, LLC, including injury, illness, property damage, or death, including claims based on ordinary negligence to the extent permitted by Pennsylvania law.

The Participant further agrees, to the extent permitted by law, to indemnify and hold harmless the Venue Released Parties from losses, liabilities, costs, or expenses resulting from the Participant's own acts or conduct during participation or presence on the Venue's property.

4. Safety Rules and Conduct

Compliance with Safety Rules. Participants must follow all safety instructions and rules provided by the Company, its staff, or the Venue. Participants must use equipment only as instructed and must stop an activity when directed.

Conduct During Activities. Participants agree to act responsibly and not engage in reckless, intentionally unsafe, or disruptive behavior that could endanger themselves or others.

5. Medical Treatment Authorization

The Participant and/or Parent/Guardian authorizes the Company, its employees, or agents to seek emergency medical treatment for the Participant, or for any minor on whose behalf the Parent/Guardian is signing, if reasonably necessary during an activity. This may include emergency medical care, transportation, or hospitalization. The Participant and/or Parent/Guardian is responsible for costs associated with such treatment.

6. Photo and Video Release

Unless the Parent/Guardian or Adult Participant indicates otherwise below, the Participant grants the Company permission to use photographs, videos, or recordings taken during activities for legitimate promotional and marketing purposes, without compensation. A Parent/Guardian signing for a minor represents that they have authority to grant or decline this permission for the minor.

Photo/Video Permission (check one):	YES, I give permission	NO, I do not give permission
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7. Authority for Minors

If the Participant is a minor, the Parent/Guardian represents that they have legal authority to execute this Agreement on behalf of the minor. The Parent/Guardian acknowledges that they are agreeing to the assumption-of-risk and release provisions on behalf of the minor to the fullest extent permitted by law. Nothing in this Agreement is intended to waive a minor's rights beyond what Pennsylvania law permits.

8. General Terms

This Agreement is intended to be as broad and inclusive as permitted by Pennsylvania law. If any provision is found unenforceable, the remaining provisions shall remain in effect. This Agreement applies to the activity or event for which it is signed and to participation by the individuals identified below.

PARTICIPANT INFORMATION & SIGNATURES

Complete the child section when signing for a minor. Any adult who may participate should also complete the Adult Participant section.

Minor Child's Name: _____ Date of Birth: _____

Parent/Guardian Name: _____ Relationship: _____

Parent/Guardian Signature: _____ Date: _____

Adult Participant Name: _____

Adult Participant Signature: _____ Date: _____

Important: This document is a business-use draft and is not legal advice. Because liability waivers, minor releases, indemnification, and negligence provisions can be treated differently under Pennsylvania law, have a Pennsylvania attorney and your liability insurer review the final language before using it.