

THE GREEN CHATEAU

LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT

As parent or legal guardian of the child whose name is set forth below (who is referred to herein as the "Participant") and in consideration of the Participant being permitted to participate in any activity, program, or party at THE GREEN CHATEAU, the Participant and I agree as follows:

1. Assumption Of Risk - I acknowledge that by participating in the activities, programs, and/or parties at THE GREEN CHATEAU, and/or by using the play facilities at THE GREEN CHATEAU creates a risk of severe bodily injury to the Participant. Injuries that could result will vary, but may include (a) minor injuries such as scratches, bruises and sprains; (b) major injuries such as eye injury or loss of sight, joint or back injuries and concussions; and (c) catastrophic injuries, including paralysis and even death. **Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, for myself and the Participant and our respective heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury arising out of or related to the Activities.**

2. Release, Discharge and Agreement Not To Sue - I, for myself and the Participant and our respective heirs, personal representatives and assigns, do hereby release, discharge and agree not to sue The Playhaus 555 DBA THE GREEN CHATEAU and its managers, members, employees and/or other agents, for any injury to or death of the Participant arising, directly or indirectly, from participation in any and all activities, programs, and/or parties at THE GREEN CHATEAU. This release, discharge and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and legal rights arising out of any negligence of THE GREEN CHATEAU and/or its managers, members, employees and/or other agents and any other breach of a legal duty arising out of common law, statute, contract or otherwise.

3. Indemnification And Hold Harmless – I agree to indemnify The Playhaus 555 DBA THE GREEN CHATEAU and hold harmless from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs, incurred due to claims brought by any third party as a result of or arising out of the Participant's involvement in any and all activities, programs, and/or parties at THE GREEN CHATEAU and to reimburse THE GREEN CHATEAU for any such costs, expenses and fees as they are incurred.

4. Parent Or Legal Guardian Certification And Consent - I hereby certify that I am the parent or legal guardian of the Participant whose name appears below, and I have authority to waive rights on behalf of the minor Participant. I have read and I understand all of the provisions of this document and the risks identified in paragraph 1 herein-above. I understand that the Activities could cause injury and even death. **I acknowledge that I have read and understand the terms of this document and I am freely and voluntarily signing this document.**

5. Severability - This document is intended to be as broad and inclusive as is permitted by the laws of the State of California and if any provision (or a part of any provision) contained herein is deemed to be invalid, the balance of the provisions shall continue in full legal force and effect, notwithstanding such invalidity.

Parent or Legal Guardian's Signature: _____ Printed Name: _____

Participant's Name: _____ Date of Birth: _____

Participant's Name: _____ Date of Birth: _____

Participant's Name: _____ Date of Birth: _____

Home Address: _____ Zip Code: _____

Parent/Guardian E-mail address: _____ Primary Phone: _____

How you learned about THE GREEN CHATEAU:

Today's Date: _____ Monthly Membership: Y N

If you checked "yes" for "monthly membership," please list the name and phone number of authorized caretakers (other than yourself) who might accompany your child to THE GREEN CHATEAU

