



RELEASE AND WAIVER

In consideration of being able to participate in various activities at The Play Factory, the undersigned, on his or her own behalf, and on behalf of any executors, heirs, successors and assigns hereby acknowledges and agrees as follows: The undersigned knowingly and fully assumes all risks, known and unknown, associated with participation in activities The Play Factory and waives all claims for damage to person or property arising from such participation. This release and waiver covers risks of death, serious injury and property loss whether arising from: (i) negligence or carelessness on the part of the persons or entities being released and other participants, or (ii) dangerous or defective equipment; The undersigned certifies that he or she is physically fit and may participate in the activities available at The Play Factory and has not been advised otherwise by a qualified medical person; The undersigned on his or her behalf and on behalf of any executors, heirs, successors and assigns hereby releases, discharges and hold harmless Play Factory Fun II, LLC (the "Company") and its managers, members, directors, officers, agents, employees, and representatives from any and all claims, damages or liability, including reasonable attorneys' fees and costs, arising from death, disability, personal injury, property damage or theft, or actions of any kind; The undersigned agrees to comply with the rules and conditions of participation expressed or posted at The Play Factory. If the undersigned observes any significant hazard during such participation, the undersigned will promptly inform an employee of The Play Factory; and the undersigned acknowledges that this release and waiver of liability form will be used and relied upon by the Company and that it will govern the undersigned's actions and rights.

The undersigned parent and/or guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above of all liability, loss, cost, claim or damage whatsoever which, including reasonable attorneys' fees and costs, may be imposed upon the foregoing parties because of any defect in or lack of such capacity to so act, and releases the foregoing parties on behalf of the minor and the parents or legal guardian.

Participant's Name _____

Date of Birth ____/____/____

Participant's Name _____

Date of Birth ____/____/____

Participant's Name _____

Date of Birth ____/____/____

Parent/Guardian Signature _____ Date ____/____/____