



## Waiver and Release of Liability

Child's Name: \_\_\_\_\_ Male/Female \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Health concerns or limitations (allergies, injuries, etc.) or other special circumstances that we should be aware of for this participant:

\_\_\_\_\_

Address: : \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone#: \_\_\_\_\_ Parents' Names: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

CONSENT-I hereby give consent for my child to participate in any and all Kidz Course programs and activities and I ACCEPT ALL RISKS associated with this participation.

ASSUMPTION OF RISK- I recognize that severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion. I ACKNOWLEDGE THAT PARTICIPATING AT KIDZ COURSE INVOLVES INHERENT RISKS AND OTHER RISKS, HAZARDS, AND DANGERS, INCLUDING SOME NOT LISTED ABOVE, CAN CAUSE OR LEAD TO DEATH, INJURY, ILLNESS, PROPERTY DAMAGE, MENTAL OR EMOTIONAL TRAUMA, OR DISABILITY. I AGREE TO ASSUME ALL OF THE RISKS OF PARTICIPATION AT KIDZ COURSE, WHETHER INHERENT OR NOT AND WHETHER DESCRIBED ABOVE OR NOT.

I HEREBY FOREVER RELEASE, WAIVE, AND DISCHARGE KIDZ COURSE, AND EACH OF ITS RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, AND ALL OTHER PERSONS OR ENTITIES ACTING UNDER THEIR DIRECTION AND CONTROL (COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES") FROM, AND AGREE NOT TO PURSUE A CLAIM OR SUE THE RELEASED PARTIES OR ANY OF THEM FOR, ANY LIABILITY, CLAIM, OR EXPENSE IN ANY WAY ASSOCIATED WITH MY PARTICIPATION AT KIDZ COURSE, INCLUDING CLAIMS FOR INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, BREACH OF CONTRACT, OR ANY OTHER TYPE OF SUIT. NEITHER I NOR ANYONE ACTING ON MY BEHALF WILL MAKE A CLAIM AGAINST THE RELEASED PARTIES AS A RESULT OF ANY INJURY, ILLNESS, DAMAGE, DEATH OR LOSS. THIS RELEASE INCLUDES ANY LOSSES CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OF THE RELEASED PARTIES TO THE FULLEST EXTENT ALLOWED BY LAW (BUT NOT FOR GROSS NEGLIGENCE OR INTENTIONAL OR RECKLESS MISCONDUCT) AND CLAIMS FOR STRICT LIABILITY FOR ABNORMALLY DANGEROUS ACTIVITIES.

INDEMNITY- I agree to defend and indemnify the Released Parties (to pay or reimburse the Released Parties for money they are required to pay, including attorney's fees and costs) with respect to any and all claims brought by or on behalf of me, my child(ren), a family member, personal representative, estate, or any other person for any claims related to my or my child(ren)'s participation in the Program, including claims that Kidz Course employees were negligent. This indemnity includes payment for attorney's fees and costs incurred by the Released Parties in defending a claim or suit if the claim or suit is withdrawn or where a court determines that the Released Parties are not liable for the injury or loss. I agree to pay for all damages to Kidz Course's facilities caused by my negligent, reckless, or willful actions. I also hold Kidz Course harmless against any accident or injury that may occur to anyone entering Kidz Course property. This is to include occurrences during the dropping off, picking up and/or waiting for the participant of birthday parties.

MEDICAL CONSENT - I warrant and represent that I and/or my child(ren) are in good health and have no physical or mental limitations or problems that would affect my, or my child(ren)'s, safe participation or the safety of others at Kidz Course and have not been advised otherwise by a qualified medical person. In any event of an accident or emergency I hereby authorize my child to be transported to a hospital for medical treatment and I hold Kidz Course and its representatives harmless in the execution of such. Additionally, I affirm that the above identified student is covered by medical insurance and I hereby agree to individually provide for all medical expenses which may be incurred by me or my child as a result of any injury sustained while participating at Kidz Course.

DISPUTE RESOLUTION - If I have a dispute with Kidz Course, and we are unable to resolve the dispute informally, I agree that upon demand by either me or Kidz Course, the dispute will be resolved through binding arbitration. As the sole exception to arbitration, Kidz Course and I each retain the right to pursue in small claims court any dispute that is within that court's jurisdiction. I AGREE THAT I AM WAIVING THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A COURT. Kidz Course and I each agree that each may bring claims against the other only in an individual capacity, and that neither Kidz Course nor I shall be entitled to join or consolidate claims by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or on behalf of the general public, or as a private attorney general. If this limitation is found to be unenforceable, it shall not be severable, and this entire arbitration provision shall be unenforceable.

SEVERABILITY - The invalidity or unenforceability of any provision of this Agreement, 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 Agreement 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 Agreement.

APPLICABLE LAW - This Agreement will be governed by and construed and enforced in accordance with the laws of the State of NEW YORK, without regard to its choice of law provisions. Any mediation, arbitration or other proceeding must be brought in the Circuit Court for Suffolk County or, if jurisdiction allows, the District Court for Suffolk County, New York.

PHOTO RELEASE - I am aware that individual or group publicity photos or videos may be taken from time to time and in consideration for my or my child(ren)'s participation I hereby grant my permission for my child's likeness to be used in publicity or advertising. I also understand and give permission for photographs and videos of named persons and/or participants and/or myself be used in print or broadcast media as deemed appropriate for the promotion of Kidz Course. If you are in a situation that legally doesn't allow photos please let us know. We can ensure Kidz Course doesn't post or use your child in pictures but due to the nature of today's electronics we cannot control our clients.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I AM AT LEAST 18 YEARS OF AGE AND OTHERWISE LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER LEGAL RIGHTS AS DESCRIBED HEREIN. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILD(REN) AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE.**

PARENT/LEGAL GUARDIAN'S signature: \_\_\_\_\_