

NORTHWEST SOFTPLAY WAIVER AND RELEASE FORM
Assumption of Risk, Waiver, and Release from Liability

I, _____ desire to use the facilities at NORTHWEST SOFTPLAY's PLAYGROUND ("The Playground") located at: _____.
This Assumption of Risk, Waiver, and Release of Liability covers all activities at the Playground.

1. **Risk Factors** I understand and acknowledge that the use of the facilities at The Playground involves risks including, but not limited to the following: bodily injury including but not limited to permanent disability, paralysis, and death. These risks may result from a variety of circumstances including the misuse of equipment or facilities.
2. **Assumption of Risk** I am choosing to use the facilities at The Playground at my own risk. I understand and acknowledge that the activities which I am or/and (any minor children for which I am the Parent, legal guardian, or otherwise responsible, any heirs personal representative) about to voluntarily engage in as a participant and/or volunteer bears certain known and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, or to spectators or third-parties. I assume full responsibility for all risks that may arise from using the facilities at The Playground or from participating in activities at The Playground.
3. **Acknowledgement of Policies and Procedures** I acknowledge that I have read, know, and agree to all of the policies and procedures relating to the use of the facilities at The Playground. I agree to comply with all rules, regulations, and policies at The Playground. I understand The Playground reserves the right to revoke or terminate my use of the facilities at The Playground for any violation of rules, regulations, or policies.
4. **Release, Indemnify, and Defend I hereby release, waive, discharge, and hold harmless-** I agree to release, indemnify, hold harmless and defend NORTHWEST SOFTPLAY, its sister, parent, and or subsidiary companies along with all of the foregoing's employees, owners, managers, members, officers, past or present, from any claims, suits, liabilities, judgments, costs and expenses for any property damage, loss or theft, personal injury or illness, death, or other loss arising from the use of The Playground due to breach of contract, ordinary or gross negligence, but DO NOT do so for intentional actions.
5. **Waiver** I hereby waive any protections afforded by any statute or law in any jurisdiction, including Idaho, whose purpose and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. I am waiving and releasing all known and unknown future claims resulting from breach of contract as well as ordinary and gross negligence.
6. **Payment for damages** I agree to pay for any and all damages to any property or equipment as a result of my or my family's (or ward's) willful actions, neglect, or

recklessness and agree to be held liable for all such costs associated with such damages, including but not limited to attorney's fees sought in proving and collecting such damages.

7. **Representatives** I enter into this agreement for myself as well as for the minor children and/or wards named herein; my heirs, assigns, and legal representatives. I represent and warrant that if any of the minor children and/or wards have other parent(s) and/or legal representatives, I have obtained their consent to signing this document and they have agreed to be bound hereby.

8. **Insurance** I understand that I am solely responsible for any medical, health, or personal injury costs relating to my use of The Playground and its facilities. I understand that I am strongly encouraged to have a medical physical exam and purchase health insurance prior to my use the facilities at The Playground.

9. **Arbitration/mediation-** All parties to this agreement agree to mediate, in good faith, any dispute prior to initiating arbitration or litigation based on the laws of the state of Idaho. The prevailing party in the event of arbitration or litigation shall be entitled to costs and reasonable attorney fees.

I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily on behalf of myself and any minor child/children (and/or wards) for which I am the parent, legal guardian, or otherwise responsible for, named below:

Child's (Ward's) No. 1 Name: _____

Child's (Ward's) No. 2 Name: _____

Child's (Ward's) No. 3 Name: _____

Child's (Ward's) No. 4 Name: _____

Consent and Release on Behalf of Minor by Parent/Legal Guardian: I am the parent or legal guardian of the above-named minor(s). I have read and understand this Assumption of Risk, Waiver and Release from Liability form and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I represent and warrant that I am over eighteen years old, I am not under the influence (of drugs or alcohol), and that this is the entire agreement (merged and integrated with NORTHWEST SOFTPLAY'S "Policies and Procedures" and "Privacy Policy" which I have read, understand, and agree to) between myself, my child(ren), wards and NORTHWEST SOFTPLAY. I give my consent for participation of such minor child(ren) and/or wards at The Playground.

Parent/Legal Guardian's Printed Name: _____

Signature: _____ Date: _____

Parent/Legal Guardian's Phone Number: _____ Email Address: _____

