



Party Waiver, Release of Liability and Indemnification Agreement

I, (_____) the undersigned, acknowledge, agree and understand that:

1. Voluntarily and of my own free will, I elect to allow my child, and or all members of my birthday party to participate in activities at Peace of Mind Early Education Center.
2. I understand that there are certain risks and hazards involved in participating in physical activities that may result in injury or death to the participants, including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants.
3. I understand physical activities are dangerous to all participants and may result in serious injury such as, but not limited to, sprains, strains, broken bones, bruises, back and spine injuries, or death.
4. I understand that the very nature of physical activity is hazardous and risky, including, but not limited to, the acts of dribbling, passing, running, jumping, stretching, sliding, diving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to all participants.

Further, I, the undersigned guardian of said party, agree that in consideration for the right to rent the gym:

1. I voluntarily elect to accept and assume all risks of injury incurred or suffered by my child, party members or all members (a) while playing physical activities, (b) while serving in a non-playing capacity as a participant (c) while on or upon the premises of Peace of Mind Early Education Center.
2. I hereby release, hold harmless, discharge and agree not to sue or pursue any remedy in court or otherwise against JMK Developers, Peace of Mind Early Education Center, or anyone associated with any of the aforementioned organizations, including it's owners, administrators, agents, servants, associations, employees, for any claim, damages, costs or cause of action which my child or any child I am supervising may have now or in the future as a result of injuries or damages sustained or incurred by me or from whatever cause.
3. **I hereby voluntarily accept responsibility for any damages inflicted on the property or contents by our team or members and will agree to reimburse Peace of Mind Early Education for any costs to repair any damages incurred as a result of any and all parties associated with our party's use of the premises as related to this rental.**

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM, AND THAT AS THE GUARDIAN, I AM THE APPROPRIATE RESPONSIBLE PARTY WITH REGARDS TO THIS RENTAL.

Birthday Party Last Name

Name of Guardian (Print)

Signature of Guardian

Date

Guardian's e-mail

Guardian's cell phone

Guardian's Work phone

Guardian's full address