

Market St Playpark
Participation Liability Waiver

EXPLANATION OF RISK: Market St Playpark (MSP) offers a variety of play attractions and services that are designed for children from infancy through the early elementary grade levels, with a 75 lb weight limit for child-size equipment. Children's play facilities, such as Market St Playpark, enable families and caregivers to supply children with play and social experiences that support healthy child development. I understand that there are inherent risks associated with participation in play activities at MSP, including but not limited to falls, collisions, injuries caused by equipment, live animals, or interactions with other participants. Market St Playpark reserves the right to restrict concerning actions or behaviors, end playtime, or close attractions or events early for safety concerns, weather concerns, or violations of the Code of Conduct, with no refund provided.

ASSUMPTION OF RISK: I acknowledge that I am the parent or legal guardian of all participants associated with this waiver, or I have obtained authorization from their parent/legal guardian to execute this agreement on their behalf. I am responsible for supervising my participating children during open play time/general admission. I will immediately notify a staff member of any injuries, accidents, or concerns regarding broken or faulty toys during the visit. I agree to hold harmless, release, waive, and indemnify Market St Playpark, its owners, employees, and affiliates from all liability for personal injury, disability, death, or property loss resulting from participation, except where caused by gross negligence or willful misconduct. Market St Playpark is not responsible for any lost, stolen, or damaged personal belongings. I agree to pay for any damages to property or equipment caused by my participant's willful actions, neglect, recklessness, or damage to equipment by my participant weighing over 75 lbs.

RELEASE OF LIABILITY: In consideration of me and/or the child for whom I am a parent or authorized guardian (my "Child") participating in activities on the premises, or operated by Market St Playpark, I, on behalf of myself, and on behalf of my Child, and further including my heirs, agents, assigns, family members, spouse, parents, children, estate, and any other persons acting or purporting to act on my or my Child's behalf, do hereby expressly and voluntarily release, remise, acquit, discharge, covenant not to sue, agree to defend, indemnify, and hold harmless Market St Playpark, Piedmont Global Preschool LLC, Wishview Children's Center LLC, and Preschool Heaven Properties LLC, from any and all liability, claims, demands, actions or causes of action, damages, suits, debts, sums of money, accounts, reckonings, bonds, bills, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, for, upon or by reason of any matter, cause or thing whatsoever, resulting from illnesses, bodily harm, or death suffered by me or my Child, incidental to, arising out of, or connected with participation in activities operated by Market St Playpark.

**Bottom section must be completed by
----- a parent or authorized guardian for each child participant. -----**

By signing below, I agree that all terms of this Agreement are binding on myself and the Child participant(s) listed below and that I have full authority as a parent or authorized guardian, being at least 18 years of age, to bind myself and the Child participant(s) to this Agreement. I agree that this Assumption of Risk and Release of Liability Agreement is made on behalf of myself and the Minor participant(s) listed below, and releases, waivers and promises herein are binding on the Minor participant(s) and that I have full authority as a parent or authorized guardian to bind the Minor participant(s) to this Agreement without limitation.

Name of Parent/Guardian or Authorized Adult (**Print Clearly**): _____

Signature of Parent/Guardian or Authorized Adult: _____ Date: _____

Full Name of Child _____ Date of Birth _____

Full Name of Child _____ Date of Birth _____

Full Name of Child _____ Date of Birth _____

Full Name of Child _____ Date of Birth _____

Relation to Child(ren): _____

Email: _____ Phone: _____