

LADYBUGS *Play*

Multi-Use Waiver and Release

Full Name: _____
Phone Number: _____
Email Address: _____
First Child Name: _____ Date of Birth: _____
Second Child Name: _____ Date of Birth: _____
Third Child Name: _____ Date of Birth: _____
Fourth Child Name: _____ Date of Birth: _____
Fifth Child Name: _____ Date of Birth: _____

I have been presented with this waiver and release because I have chosen to visit, participate or bring one or more minor children to participate (“Child/Children”) in the activities (“Play” or “Playing”) at Ladybugs Play, LLC (“Ladybugs”). I acknowledge that as a condition of my participation I am required to read, understand and sign this waiver and release, and abide by the terms and conditions of my participation contained in this waiver and release, and all other rules of participation set by Ladybugs. Therefore, I hereby acknowledge and agree as follows:

FIRST, I understand that it is my responsibility to supervise my Child/Children at all times while at Ladybugs. I acknowledge that due to the potentially dangerous nature of Playing at Ladybugs, it is essential to the safety of all Players that I watch my Child/Children closely at all times and never leave them unattended.

I **HEREBY** promise to supervise my Child/Children at all times while at Ladybugs, and I acknowledge and agree that Ladybugs shall not be liable for any loss or damage to person or property as a result of my failure or the failure of anyone at Ladybugs to supervise or otherwise attend to my Child/Children or any other Players. I certify that I am the parent or legal guardian of the Child/Children whose name appears below, and I have authority to waive rights on their behalf.

SECOND, I understand Playing at Ladybugs can be dangerous. I am aware that Playing at Ladybugs could result in physical injury or even death as well as damage to my property. I understand that there will be

other participants of various ages Playing alongside me and my Child/Children (“Players”) Playing at Ladybugs includes climbing and jumping on equipment from which I or my Child/Children might trip, fall, collide with other participants or with the equipment. I therefore understand that I must, and I must cause my Child/Children to abide the rules and policies instituted by Ladybugs as a condition of Playing at Ladybugs.

I **HEREBY** voluntarily choose to Play at Ladybugs despite the risks to me or my Child/Children. I fully assume responsibility for all risks of physical harm or property damage in any form to me or my Child/Children that may occur as a result of my visit to Ladybugs, however caused, to the fullest extent allowed by the law. I acknowledge and agree that I may be dismissed by any Ladybugs staff or authorized representative if I do not abide by the rules and policies instituted by Ladybugs.

THIRD, I understand that if I authorize Ladybugs to use this waiver and release as a multi-use waiver and release, that I will not be required to sign a separate waiver and release every time I visit Ladybugs. I agree that it would be more convenient for me and Ladybugs to use this waiver and release as multi-use, but I also understand that from time to time Ladybugs may update or otherwise modify their waiver and release, and if that happens I accept that I will be required to sign the new waiver and release for me and my Child/Children to continue Playing at Ladybugs.

I **HEREBY** authorize this waiver and release to be a multi-use waiver and release that remains in effect for all of my future visits to Ladybugs, unless Ladybugs request that I sign a new waiver and release, in which case I agree that the new waiver and release will replace this one, unless otherwise stated therein.

FOURTH, because I am aware of the risks of Playing at Ladybugs and because I nevertheless choose to do, that Ladybugs should not be responsible for any loss, liability or damage that happens as a result of my visit to or participation in the activities at Ladybugs or that of my Child/Children, unless it is due to Ladybugs’ own intentional misconduct.

I **HEREBY** agree to indemnify, hold harmless, waive and release forever Ladybugs and their owners, managers, employees, contractors, agents and other representatives from any loss, liability, damage, or costs, including court costs and attorneys' fees that any of them may incur due to my presence at Ladybugs, however caused, unless it is the direct result of the intentional misconduct of Ladybugs.

I HAVE READ THIS ENTIRE DOCUMENT AND BY SIGNING IT I AGREE THAT I AM BOUND BY IT AND I BIND MY SUCCESSORS TO IT. I FURTHER UNDERSTAND AND AGREE THAT THE PROVISIONS OF THIS DOCUMENT SHALL SURVIVE THE REVOCATION OR REPLACEMENT OF THIS WAIVER AND RELEASE.

Signature: _____

Date: _____