

THE CHILDREN'S GYM BIRTHDAY PARTY WAIVER RELEASE FORM

PARTICIPATION. I understand that the The Children's Gym Co. is making its facility available for my child to participate in the birthday party hosted here during the specified time. When I am present, it is my primary responsibility to accompany my child and make sure he or she is safe and is acting in a way to keep other children, parents, and guardians safe. My child is in good health and able to participate safely.

WAIVER AND RELEASE. I hereby voluntarily, fully and forever waive, release and discharge The Children's Gym Co., its owners, officers, directors, agents, employees, volunteers, and all other persons or entities acting in any capacity on its behalf (hereinafter referred to collectively as "TCG") from any and all losses, liabilities, claims, expenses, demands, actions, damages, injuries, causes of action, and rights of action which are related to, arise out of, or are in any way connected with my child's participation in activities at, with, or sponsored or administered by TCG. The foregoing waiver of liability includes, without limitation, damages or injury resulting from the negligence of TCG (whether such claims are based upon breach of contract, breach of warranty, or any other legal theory) or from any other cause or causes.

ASSUMPTION OF RISK. I understand that my child may suffer physical harm as a result of the acts or omissions of me, TCG, or other participants due to his or her participation in activities at, with, or sponsored or administered by TCG. My child elects to participate in spite of the risks.

COVENANT NOT TO SUE. I agree not to institute any suit or action at law or otherwise against TCG, or to initiate or assist in the prosecution of any claim for damages or cause of action which my child or I may have by reason of injury to my child, myself, or property related to, arising out of, or in any way connected with my child's participation in activities at, with, or sponsored or administered by TCG.

INDEMNITY. I agree to indemnify, defend, and hold harmless TCG from any and all losses, liabilities, claims, expenses, actions or proceedings of any kind which may be initiated by myself, including on behalf of my child, or any other person or entity related to, arising out of, or in any way connected with my child's participation in activities at, with, or sponsored or administered by TCG. This includes reimbursement for all legal costs and attorneys' fees incurred by TCG, myself, and other indemnified parties, or any of them, for the defense of any such actions.

MEDICAL EXPENSES. I will pay for my child's and my own emergency medical expenses and all subsequent medical expenses in the event of any incident, accident, illness or incapacity, regardless of whether I have otherwise authorized such expenses.

ATLANTOAXIAL INSTABILITY. If my child has Down Syndrome, he or she has had a neck x-ray and other medically recommended tests to screen for Atlantoaxial Instability, and has been cleared to participate in all activities at, with, or sponsored or administered by TCG, and I have delivered TCG a note from my child's physician confirming the same.

By signing this Waiver, I make all of the preceding statements for and on behalf of myself, my spouse, my children, my parents, and any of our or their heirs, assigns, personal representatives, and estates.

Print Child's Name

Date of Birth

Print Child's Name

Date of Birth

Print Child's Name

Date of Birth

Print Guardian's Name

Guardian's Signature

Date