

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

My child (“**Child**”) desires to participate in art, music and recreational activities (the “**Activity**”) provided by **JUST PLAYIN’ LLC**, an Ohio limited liability company (the “**Company**”), at 852 W. Maple Street, Hartville, Ohio 44632 (the “**Premises**”). In consideration of allowing Child to enter the Premises and participate in the Activity and in recognition of the Company’s reliance hereon, I agree, on behalf of both myself and Child (collectively “**we**”, “**us**” or “**our**”), to all the terms and conditions set forth in this agreement (the “**Release**”).

1. We are aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. We acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. We understand that the Company cannot guarantee that Child will not be injured while on the Premises or during Child’s participation in the Activity. **NOTWITHSTANDING THESE RISKS, WE ACKNOWLEDGE THAT WE ARE VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. WE HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

2. We hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its officers, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, “**Releasees**”) on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to Child being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. We covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

3. We confirm that Child is in good health and proper physical condition and does not have any medical or other conditions that would impair Child’s ability to participate in the Activity. We will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity while on the Premises or participating in the Activity. We will also follow all instructions, recommendations, and cautions of the Company at all times while on the Premises or during the Activity. If at any time we believe conditions to be unsafe or that Child is no longer in proper physical condition to participate in the Activity, we will immediately discontinue further participation in the Activity. We acknowledge that the Company is relying on these statements to allow Child to participate in the Activity.

4. We shall, jointly and severally, defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by the Company or any other Releasees, arising out of or resulting from any claim of a third party related to Child being on the Premises or participating in the Activity, including any claim related to our own negligence or the ordinary negligence of the Company.

5. We hereby consent to receive medical treatment deemed necessary if Child is injured or requires medical attention during Child’s participation in the Activity. We understand and agree that we are solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. We hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

6. This Release constitutes the sole and entire agreement of the Company and us with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and us and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Stark County, Ohio, and we hereby consent to the exclusive jurisdiction of such courts. This Release may only be amended by a written instrument duly executed by each party. We acknowledge that we may not assign any of our rights or delegate any of our obligations under this Release, whether voluntarily, involuntarily, or by operation of law, without obtaining the prior written consent of the Company thereto. Any purported assignment or delegation in violation of this Section is void.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

**I AM THE PARENT OR LEGAL GUARDIAN OF CHILD. I HAVE THE LEGAL RIGHT TO CONSENT FOR CHILD AND, BY SIGNING BELOW, I HEREBY DO CONSENT FOR CHILD TO THE TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY.**

**Witnessed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Printed Name of Witness:**

**Printed Name of Parent or Legal Guardian:**

\_\_\_\_\_

\_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_