

General Admission
Assumption of Risk, Waiver, and Release from Liability

I, the undersigned, am either a Member, a Punch Card holder, or a Drop-In Customer of The Nest Indoor Play Space ("The Nest") or an adult designated and entrusted by the parent(s) and/or legal guardian(s) to care for the child(ren) named below. I have carefully reviewed the contents of this waiver and release and knowingly and intelligently enter into this agreement, recognizing and appreciating that I am giving up my right to sue The Nest, its agents, employees, successors and assigns, on behalf of myself as well as my and anyone else's child(ren) and/or the child(ren) otherwise entrusted to my care to use the facilities at The Nest. This Assumption of Risk, Waiver, and Release of Liability covers access to and participation in and use of all activities, equipment, supplies, and supervision at The Nest Indoor Play Space. I understand that any individual that is not bound by this agreement has no right to use or enter the facilities or participate in any activities at The Nest.

I have read and understood the above paragraph. (Initials)_____

1. Risk Factors:

I understand and acknowledge that the use of the facilities at The Nest Indoor Play Space involves risks including, but not limited to the following: any type of bodily injury including but not limited to permanent disability, paralysis, and death. These risks may result from a variety of circumstances including but not limited to the misuse of equipment or facilities and lax supervision as well as the activities of other children and adults and any other patrons of The Nest.

I have read and understood the above paragraph. (Initials)_____

2. Assumption of Risk

I am choosing the use the facilities at The Nest Indoor Play Space at my own risk as well as my children's risk given my responsibility to provide supervision for my children. The Nest Indoor Play Space makes no warranties or representations as to the safety of use of facilities and/or participation in any activities at The Nest. I acknowledge that it is my sole responsibility to supervise my child(ren) while use the facilities at The Nest and that The Nest does not offer supervision of children. I assume full responsibility for all risks and all activities, including equipment, supplies, and supervision that may arise from using the facilities at The Nest or from participating in any other activities at The Nest Indoor Play Space and hereby relieve and discharge The Nest Toy Library LLC, its agents, employees, successors, and assigns, from any such responsibility. I understand that I am solely responsible for any medical, health, or personal injury costs relating to me and my children's use of The Nest Indoor Play Space and any of its facilities.

I have read and understood the above paragraph. (Initials)_____

3. Acknowledgement of Policies and Procedures:

I acknowledge that I have read, understand, and agree to all of the policies and procedures relating to the use of the facilities at The Nest Indoor Play Space. I agree to comply to all rules, regulations, and policies at The Nest Indoor Play Space. I understand The Nest Indoor Play Space reserves the right to revoke or terminate my use of the facilities at The Nest Indoor Play Space for any violation of rules, regulations, and policies.

I have read and understood the above paragraph. (Initials)_____

4. Release, Indemnify, and Defend:

I hereby release, waive, discharge, and hold harmless and agree to indemnify The Nest Indoor Play Space and its employees, officers, owners, agents, servants, workmen, successors, and assigns and independent contractors past or present from any damage including but not limited to, claims, suits, liabilities, judgments, costs, and expenses for any property damage, loss or theft, personal injury or illness, death, disease, medical expenses and any other losses whatsoever arising from the membership/punch card/drop-in play in and use of The Nest Indoor Play Area.

I have read and understood the above paragraph. (Initials)_____

5. Prerequisite Skills:

I acknowledge that I, and any children entrusted to my care, using The Nest Indoor Play Space have the skills, qualifications, physical ability to properly and safely use the facilities at The Nest Indoor Play space, and that The Nest has not performed any type of screening to make that determination and is solely and wholly relying on my representation of those qualifications.

I have read and understood the above paragraph. (Initials)_____

6. Representatives

I enter into this agreement for myself and child(ren) and agree to bind my heirs, assigns, and legal representatives.

I have read and understood the above paragraph. (Initials)_____

7. Emergency First Aid:

If emergency First Aid is rendered, I understand that I am waiving any and all claims resulting from the First Aid and all the terms and provisions of this agreement remain in full force and effect under those circumstances.

I have read and understood the above paragraph. (Initials)_____

I have read and understood this Assumption of Risk, Waiver and Release from Liability and understand that it relates to surrendering my valuable legal rights. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability.

Printed Name: _____

Signature: _____

Date: _____