

ASSUMPTION OF THE RISK, WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to enter and/or participate in any activities at EHC1210 LLC d/b/a Funtown Playground. ('Activities'), the undersigned acknowledges, appreciates and agrees to the following:

1. Playground equipment can be dangerous and can result in serious injury to me/my child/children. I understand the nature of Activities and represent that I am qualified, in good health, and in proper physical condition to participate in such Activities. If I believe any of the Activities are unsafe, I will immediately stop participating. I understand that these Activities may involve risk of serious bodily injury, and all such risks, including presently unknown or unforeseeable risks, and voluntarily assume all responsibility for losses resulting from participation in these Activities.
2. I also assume ALL responsibility for supervising and monitoring my child/children while at EHC1210 LLC d/b/a Funtown Playground. EHC1210 LLC d/b/a Funtown Playground's staff are not responsible for taking care of my child/children.
3. I hereby forever release and discharge EHC1210 LLC d/b/a Funtown Playground, its respective owner, heirs, shareholders, administrators, directors, agents, officers, lessors, volunteers, employees, other participants, and sponsors, and advertisers ('Releases') from any and all liability, claims, demands, losses, or damages, however caused, whether related to property damage, theft, and/or personal injury, and whether based on tort, intentional act, strict liability, negligence, and/or cost which related to, or arises from, this waiver, to the fullest extent permitted by law. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion in this agreement is held to be invalid, the balance notwithstanding, shall continue in full force and effect.
4. I also understand and agree that my execution of this waiver on the initial visit will authorize EHC1210 LLC d/b/a Funtown Playground, to enter this waiver into its database and use it as a continuous waiver of ongoing participation in the activities. I hereby authorize EHC1210 LLC d/b/a Funtown Playground, to use this waiver as a multi-use waiver until such time as I revoke it in writing.

PARENTAL/LEGAL GUARDIAN CONSENT

AND I, agree I am the responsible person, parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe that Minor to be qualified to participate in such activities. I hereby Release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Releases from all liability, claims, demands, losses or damages on the Minor's account caused to alleged to have been caused in whole or part by the negligence of the Releases or otherwise including negligent rescue operations, and further agree that if, despite this release, I the Minor, or anyone in the Minors behalf makes a claim against any of the above Releases, I will Indemnify, save and hold

harmless each of the Releases from any litigation expenses, attorney's fees, loss liability, damages, or cost any Releasees may incur as a result of any such claim.

MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for EHC1210 LLC d/b/a Funtown Playground, to authorize emergency medical treatment as may be deemed necessary for the Minor named below while participating in EHC1210L LLC d/b/a Funtown Playground. The undersigned hereby releases discharge, covenant not to sue and agrees to indemnify and save and hold harmless EHC1210 LLC d/b/a Funtown Playground, from all liabilities, claims, demands, losses or damages on the minor account caused or alleged to have been caused in whole or in part by the negligent medical treatment, failure to provide medical treatment, or negligent rescue operations, and further agrees to indemnify, save and hold harmless EHC1210 LLC d/b/a Funtown Playground, from any litigation expenses, attorney's fees, loss liability, damages, or cost incurred by EHC1210 LLC d/b/a Funtown Playground as a result of any such claim.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE EHC1210 LLC d/b/a FUNTOWN PLAYGROUND AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST EHC1210 LLC d/b/a FUNTOWN PLAYGROUND FOR PERSONAL INJURY OR PROPERTY DAMAGE.

Electronic signature consent

By entering your name, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.