

**Agreement to Terms of Service - Ooey Gooey Club
(by Ooey Gooey Events, LLC)**

Release, Waiver, and Indemnity and Media Release

By checking the box, I agree to the terms of this Release, Waiver, and Indemnity and Media Release. As the main participant in Ooey Gooey Club, organized by Ooey Gooey Events LLC (OGE), I acknowledge that my presence is mandatory during any OGE Activities I sign up my child(ren) to attend, and that my child(ren) and any additional guests I invite are also participants. By participating in OGE Activities, I assume all risks associated with them, including any inherent risks, and accept responsibility for the safety of myself, my child(ren), and any guests I bring. In this agreement, I release and hold harmless OGE, its employees, agents, and representatives from any and all claims, demands, damages, and liabilities arising from my participation, as well as the participation of my child(ren) and any guests I bring, in any events or activities organized or sponsored by OGE.

By checking the box I agree to read the following terms carefully before checking the box to indicate my agreement and acknowledgments. I acknowledge that, despite the socialization opportunities offered by OGE Activities, I am ultimately responsible for monitoring and supervising my child(ren) during all OGE and OGE Activities. I understand that there may be inherent risks associated with these activities, and I accept responsibility for ensuring the safety of my child(ren) at all times. I understand that any kind of physical activity, including all activities at OGE is potentially hazardous and my child should not participate unless my child is medically able. On behalf of myself and my child(ren), I assume all risks associated with OGE Activities. Participating, or my child(ren)'s participation, in OGE Activities is my voluntary act, and OGE's permission to allow me and my child(ren)'s participation in OGE Activities is sufficient consideration for this Release, Waiver and Indemnity.

I intend to be legally bound, and do hereby for myself, my child(ren), my family, my guests and invitees, my heirs, my executors and administrators agree as follows:

1. I waive and forever release any and all rights and claims for any damages and liabilities of any kind arising out of my, or my child(ren)'s participation in OGE Activities against all persons, entities and agencies, including but not limited to OGE and OGE owners, affiliates, successors, assigns, employees, and agents, even if liability may arise out of negligence or carelessness on the part of OGE or its owners, affiliates, successors, assigns, employees, and agents. Further, I release OGE from any claims or damages that may be sustained by a minor in my care or custody accompanying while participating in OGE Activities.
2. I assume the risk of all bodily injuries, including permanent disability, paralysis and death, resulting from my participation in OGE Activities, as well as damage to and loss of my property, including loss of use thereof and any other indirect or consequential damages, resulting directly or indirectly, wholly or in part, from my participating in OGE Activities.

3. I hereby agree to indemnify, defend, and hold OGE harmless from and against any and all claims, liabilities, losses and damages, costs, expenses (including attorney's fees) judgments and penalties arising out of my participation in OGE Activities.

4. I hereby grant OGE permission to use any and all photographs, video and other images of any kind (collectively, "Photographs") of me and my child(ren) and any other minor who accompanies me captured by OGE or its agent, employees or assigns in any Media (including print, internet, film, television and no matter how distributed or published) for any purpose, which may include, but shall not be limited to, advertising, promotion, marketing and packaging of OGE's products and services. This authorization to use Photographs may be assigned by OGE to any other party. I agree that the Photographs may be combined with other photographs, sounds, texts and graphics, and that the Photographs may be manipulated, cropped, altered or modified in OGE's sole discretion. I agree not to charge a royalty or fee, and not to make any other monetary assessment against OGE from any and all liability and from any damages I may suffer as a result of the use of the Photographs. I acknowledge and agree that this Release is binding upon my heirs and assigns. I agree that this Release is irrevocable.

Refund Policy

By checking this box, I also agree to adhere to the [refund policy](#) set forth by OGE in its entirety. I understand that OGE affords the opportunity for me to receive a full refund with a written request, if written request is sent no later than 24 hours until the event date, and if I fail to communicate my or my child's inability to attend an event in the forementioned time-frame, that I will not be eligible to receive a refund of any kind. I understand this applies to any and all unforeseen circumstances, including but not limited to emergencies, COVID-19 exposure or infection, or any acute illness.

By checking the box, I acknowledge that I have read this Release, Waiver and Indemnity and Media Release and understand its contents. I also agree that checking the box is as good as a signature, and that it constitutes a binding legal agreement between me and OGE. If I do not agree to the terms of this agreement, I will not check the box and will not participate in any OGE Activities. Thank you for my understanding and cooperation.