



## Participant Release of Liability and Assumption of Risk and Indemnity Agreement

As consideration for being allowed by Kidtopia Zone LLC dba KidTopia (“KidTopia”) to enter and use KidTopia’s facilities, equipment and/or services and participate in activities at KidTopia, the undersigned, on behalf of themselves, each below-named participant (each, a “Participant”), and their spouse, children, parents, next of kin, heirs, assigns, personal representatives and estate, acknowledge and agree as follows:

1. I represent that I am the parent or legal guardian of each Participant or have obtained permission from the parent/legal guardian of each Participant to execute this release on their behalf.
2. I represent that each Participant is of physical ability to participate in all activities in which they will engage at KidTopia.
3. I represent and certify that I have adequate insurance to cover any injury or damage that I and each Participant may cause or suffer while at KidTopia.
4. I understand and acknowledge that use of KidTopia’s facilities, equipment and services and participation in activities at KidTopia entails significant risks, both known and unknown, which could result in physical injury, including, without limitation, cuts, bruises, concussions, breaks, fractures, scrapes, and strains, emotional injury, paralysis, death and/or damage to property and/or to third parties. I understand that such risks cannot be limited without jeopardizing the essential nature of KidTopia.
5. I, for myself and each of the persons identified in the first paragraph, including each Participant, expressly and willingly accept and assume all of the risks associated with or related to the use of KidTopia’s facilities, equipment and services or participation in activities at KidTopia. I and each Participant’s entry into and participation at KidTopia is purely voluntary and I and each Participant elect to enter KidTopia and participate in activities in spite of the risks.
6. I agree that I and each Participant shall respect and follow all rules, regulations, signs and verbal instructions from KidTopia personnel and will respect and abide by all decisions made by KidTopia concerning the same.
7. I, for myself and each of the persons identified in the first paragraph, including each Participant, agree and hereby voluntarily release, discharge, and agree to indemnify and hold harmless KidTopia and its owners, members, managers, employees, volunteers, agents, landlord, insurers, affiliates, successors and assigns from any and all claims, demands, causes of action, injuries, liabilities, losses or damages that arise from or are in any way connected with my and each Participant’s use

of KidTopia's facilities or equipment and/or participation in any activity at KidTopia, except for those arising from the gross negligence or willful misconduct of KidTopia.

8. I agree that entry, by myself and each Participant, constitutes consent for KidTopia to use any film, video, or likeness of me and each Participant for any purpose whatsoever, without payment to me or any Participant.

9. I acknowledge and agree that this Participant Release of Liability and Assumption or Risk and Indemnity Agreement will apply for each to KidTopia by myself and by each Participant.

10. I agree that this Participant Release of Liability and Assumption or Risk and Indemnity Agreement will be subject to and governed by California law, without regard to conflict of law rules.

11. I understand and agree that this Participant Release of Liability and Assumption or Risk and Indemnity Agreement is intended to be as broad and inclusive as is permitted by California law and that if any portion is held invalid or unenforceable the balance shall remain valid and of full force and effect.

12. I agree that should any dispute, claim or lawsuit arise under or to enforce or defend any provision of this Participant Release of Liability and Assumption or Risk and Indemnity Agreement, including any action by KidTopia or anyone acting on its behalf, the prevailing party shall be entitled to recover all costs and fees, including attorney's fees, incurred in connection with such matter.

The undersigned has read and voluntarily signs this Participant Release of Liability and Assumption or Risk and Indemnity Agreement and further agrees that no oral representations, statements or inducements apart from those stated herein have been made.

## Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and other public health authorities still recommend practicing social distancing. I further acknowledge that Kidtopia Zone LLC dba KidTopia has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19; however, I acknowledge that KidTopia cannot guarantee that my child or I will not become infected with the Coronavirus/Covid-19. I understand that visiting KidTopia could increase my risk and my child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by visiting KidTopia and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at KidTopia may result from the actions, omissions, or negligence of myself and others, including, but not limited to, KidTopia employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but

not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation in KidTopia activities.

I attest that:

\* I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

\* I have not traveled internationally within the last 14 days.

\* I have not traveled to a highly impacted area within the United States of America in the last 14 days.

\* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

\* I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.

\* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

On my behalf, and on behalf of my children, I hereby release and agree to hold KidTopia harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of KidTopia, or that may otherwise arise in any way in connection with any services received from KidTopia. I understand that this release discharges KidTopia from any liability or claim that I, my heirs, or any personal representatives may have against KidTopia with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from KidTopia. This liability waiver and release extends to KidTopia together with all owners, partners, and employees.