



Northeast Swap and Play Liability Waiver

Please read carefully

In consideration of being allowed to enter the play area at Northeast Swap and Play (“NESAP”), to use any equipment or to participate in any event, the undersigned, on his or her behalf and on the behalf of the minor(s) listed below, enters into this release and waiver, as follows:

1. The undersigned knowingly, voluntarily and fully assumes all risks; known and unknown, associated with the attendance at and/or participation in any and all activities, programs, parties or food and/or drink consumption or any other event at the NESAP facility, and waives all claims for damage to personal property or injury to person arising from such participation and expressly releases and waives any and all claims for damages. The undersigned does hereby surrender and waive any rights to sue or exercise any legal right to seek damage against NESAP or any affiliates thereof, its owners, officers, members, agents, employees, directors, trustees, affiliates, other persons or entities acting on their behalf. THIS RELEASE AND WAIVER COVERS RISKS OF DEATH, SERIOUS INJURY, AND PROPERTY LOSS ARISING FROM NEGLIGENCE OR CARELESSNESS OR GROSS NEGLIGENCE ON THE PART OF THE PERSONS OR ENTITIES BEING RELEASED AND OTHER PARTICIPANTS.
2. The undersigned certifies that he or she is physically fit and may participate in the activities available at the NESAP facility, and has not been advised to the contrary by a qualified medical professional. The undersigned further certifies that he/she is aware of and is solely responsible for their consumption of any food or drink while at the NESAP facility.
3. The undersigned on his or her behalf and on behalf of any executor, heirs, successors and assigns, hereby releases, discharges, and holds harmless any authorized entity doing business as NESAP, including its owners, officers, members, agents, employees, directors, trustees, affiliates, other persons or entities acting on their behalf from any and all claims, damages, or liability arising from death, disability, personal injury, property damage, or theft, or any kind of action. THIS INDEMNITY COVERS RISKS OF DEATH,

SERIOUS INJURY, AND PROPERTY LOSS ARISING FROM THE NEGLIGENCE OR CARELESSNESS OR GROSS NEGLIGENCE ON THE PART OF THE PERSONS OR ENTITIES BEING INDEMNIFIED.

4. The undersigned agrees to pay for all damages to the facilities of NESAP caused by them or their family's negligent, reckless, or willful actions.
5. The undersigned agrees to abide with rules and conditions of participation and/or attendance, posted at or explained by an employee at NESAP facility. If the undersigned experiences any significant hazard or injury during such participation, the undersigned will promptly inform a NESAP staff member or volunteer.
6. The undersigned acknowledges that this release and waiver of liability form will be used and relied upon by NESAP, and that it will govern the undersigned's actions and rights.
7. In addition to any rules posted on premises, rules that must be followed: Shoes are not allowed on the play floor and socks must be worn at all times. Adults must supervise their children at all times. Children and adults must show respect to other consumers, the volunteers, and the equipment at all times.
8. Each participant must have a form signed, either by them or if they are under the age of 18 years, then signed by a legal guardian/parent/designated representative. If a person is not signed then the person will not be able to participate in NESAP activities, events, classes, or use the facilities (play area). If a membership is purchased, the waiver will cover the length of the membership.
9. I promise to indemnify NESAP for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of NESAP, prejudgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

10. Any provision of this Agreement that shall be prohibited or unenforceable shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidation of the remaining provisions thereof, which shall all remain in full force and effect.

11. I represent that I am the parent or legal guardian of the child(ren) named below, or I have obtained permission from the parent/legal guardian of such child(ren) to execute this agreement on their behalf. I agree that the child(ren) named below and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any program and/or class at NESAP. I am aware that there are inherent risks associated with participation in NESAP's programs, classes, and/or use of the playroom. I either have full knowledge and understanding of the nature and extent of such risks or I expressly recognize that there may be some risks unknown to me and sign this document knowing that it shall be effective with respect to such risk. I, on behalf of myself and the child(ren) names below, knowingly and freely assume all such risks, including, but not limited to, personal injury, death, and property damage, and those risks that may arise out of the negligence of other child(ren) and/or those arising out of or relating to participation in any and all of the NESAP's programs, classes, or use of the playroom.

Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration; said arbitration to take place exclusively before a single arbitrator located within 25 miles of the Event location and in accordance with the rules of the American Arbitration Association then in effect.

I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Waiver and Release shall be governed and interpreted with the laws of the State of Oregon. If any provision or provisions of the Waiver and Release shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



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Please sign below and place this page in the folder marked "signed waivers"

Each family must sign a waiver!

I have read the NESAP waiver in its entirety before signing, and I fully understand the content, meaning and impact of this consent, waiver, indemnity and release.

Parent/Guardian printed name

Parent/Guardian signature

Date

Child's name

DOB

Child's name

DOB

Child's name

DOB

Child's name

DOB