

RELEASE OF LIABILITY

I have voluntarily chosen to or have allowed my child to participate in the program and/or activities offered by BellaJames LLC dba Pins N Strikes. I agree and understand that the program and activities at Pins N Strikes, including but not limited to the Indoor Playground are hazardous and risky activities which may result in injury or death during my participation and presence at Pins N Strikes.

I hereby **EXPRESSLY ASSUME ALL RISKS**, to the fullest extent allowed by law, associated with my presence at Pins N Strikes, my use of Pins N Strikes facilities and equipment and my participation in the programs and activities at Pins N Strikes.

I AGREE NOT TO SUE AND TO RELEASE FROM LIABILITY BellaJames LLC, Pins N Strikes, or any of their parent companies or subsidiaries, owners, employees, agents, affiliates, managers, and landowners (collectively " Pins N Strikes ") for any damage or injury arising out of your presence at Pins N Strikes, participation in the programs and activities offered by Pins N Strikes, or use of Pins N Strikes facilities and equipment, including the alleged **NEGLIGENCE** of Pins N Strikes, to the fullest extent allowed by law. **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Pins N Strikes for any damages, attorneys' fees, or costs arising out of a claim or lawsuit.

I recognize that medical or dental care may be necessary for me. I authorize Pins N Strikes to render first aid and to call for medical or dental care for myself, or to transport me to the nearest clinic or a hospital if, in the opinion of anyone working at Pins N Strikes, such medical attention is needed. I agree to pay all costs associated with such medical care and related transportation and **INDEMNIFY** and **HOLD HARMLESS** Pins N Strikes from any costs incurred therein.

I understand that the foregoing is a **RELEASE OF LIABILITY** and a **MEDICAL AUTHORIZATION** that is legally binding on me, my heirs and legal representatives. It is a legally binding contract which is intended to provide as comprehensive and broad a release of liability, indemnification and express assumption of risk agreement as is legally possible, but it is not intended to assert any claims or defenses which are prohibited by law. I sign it voluntarily and of my own free will. I acknowledge that the foregoing is binding on me during my presence and participation at this time and into the future at Pins N Strikes.

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the agreement will remain in effect and will be valid and enforceable. I agree that any action will be brought in the County of Sacramento and any disputes will be subject to and determined under the laws of the State of California.

In addition, I agree to follow the rules of conduct and play set forth by Pins N Strikes and understand that my failure to do so may result in my suspension from participation.

I hereby give Pins N Strikes and its assigns permission to use photographs, pictures or other likeness of me and to publish the same without incurring any debts or liabilities to me.

Playground Rules and Regulations

- Children **MUST** be supervised by a parent or adult (ages 16 & older) at all times in the play area.
- Play equipment has designated areas for children ages 1-13. Please use caution when using the play equipment. Do not place children on laps when sliding.
- Shoes, loose articles of clothing, and jewelry must be removed prior to access to the playground.
- Socks **MUST** be worn at all times
- Slide one at a time in a forward seated position, feet first. No climbing up slides.
- No climbing or standing on the outside of the play equipment.
- No running.
- No food, gum, or drinks on the play equipment at any time.
- Do not bring toys or other items into the play equipment.
- Please notify management or any problems or concerns

THIS IS A RELEASE OF LIABILITY.

DO NOT SIGN IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS.

CHILD'S NAME (IF APPLICABLE) _____

PARENT OR GUARDIAN PRINTED NAME _____

PARENT OR GUARDIAN SIGNATURE _____ DATE _____