

YOGI KIDS RELEASE OF LIABILITY, WAIVER OF CLAIMS, & ASSUMPTION OF RISK

BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

ASSUMPTION OF RISK: In consideration of participating in Yogi Kids, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in this activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis, and death which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration for allowing me to participate in the Activities, I hereby agree as follows:

I hereby release, discharge, and covenant not to sue Yogi Kids, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein") from all liability, claims, demands, losses or damages, on my account caused or alleged to be caused in whole or in part of the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of reliability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE OF LIABILITY, WAIVER OF CLAIMS, & ASSUMPTION OF RISK AGREEMENT, understand that I have given up substantial rights by signing it and have signed it 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 of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

ARBITRATION: In further consideration of allowing me to participate in the Activities, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the Released Parties arising from the Activities. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitration shall apply the Federal Rules of Evidence to all proceedings. Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in Dallas, Texas, unless the parties mutually agree otherwise. The submission to the American Arbitration Association shall be unlimited and any court of competent jurisdiction may enforce the arbitration award.

PHOTO RELEASE: I consent to the placement of my name/photo (and/or the name/photo of my minor child(ren)) on the releasees websites, flyers, commercials or any other marketing materials. I waive all potential claims and liabilities against the releasees, relating in any way to the collection, use and disclosure of any of personally identifiable information on the internet, including compliance with the Federal Trade Commission's Children's Online Privacy Protection Act (COPPA) or any other law or regulation, if applicable.

Printed name of participant _____ Date of Birth _____

X _____

Parent/Guardian signature

PARENTAL CONSENT

AND I, the minor parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity.

I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account cause or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost and Releasee may incur as the result of any such claim.

Printed name of parent/guardian _____ Date: _____

X _____

Signature of Parent/or Legal Guardian

Please list any medical conditions and or allergies of the participant.
