



## **WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**WAIVER OF LIABILITY:** In consideration for my being permitted to participate in the activities and services of PopUp Baby, LLC, **I agree** to the following Waiver and Release of liability: I, for myself and my minor children, heirs, personal representatives, executors, administrators and assigns, **do hereby release, waive, discharge, hold harmless and covenant not to sue** PopUp Bayby, LLC (“PopUp Baby”) and its members, officers, clients, volunteers, employees, affiliates, related entities, service providers, insurance carriers, suppliers, lessees, lessors, and agents and their successors and assigns (collectively, “Releasees”) from any and all liability, losses, damages, costs (including but not limited to court costs and attorney’s fees), claims, or expenses of any kind whatsoever arising out of or related to any damage, loss, injury, accident, or illness (including death) which may result from or which I may suffer in connection with my entering upon and using the property and services provided by PopUp Baby including any damage, loss, injury, accident or illness caused or contributed by the negligence of Releasees.

**ASSUMPTION OF RISK:** Use of PopUp Baby services and equipment may carry certain inherent risks, hazards, and dangers that cannot be eliminated regardless of the care and safety measures taken to avoid these risks. The specific risks vary from one activity to another. Some of the risks of this engagement and services include but are not limited to the following:

- 1.) Inclement weather conditions
- 2.) Accidental injury due to slips and falls
- 3.) Accidental injury and/or property damage due to varied terrain
- 4.) Injuries related to unknown equipment and material defects
- 5.) Injuries from trespassers or other persons not subject to his agreement.
- 6.) Improper use of equipment.

In addition, I understand that PopUp Baby does not provide supervision or daycare services and is not responsible for the supervision of persons using equipment and materials provided by PopUp Baby. I understand that PopUp Baby is not responsible for monitoring medical events, pre-existing medical conditions, or screening participants for illnesses. I understand that PopUp Baby is not responsible for striking or damaging any underground utility line/devices of which it is unaware. I understand that PopUp Baby reserves the right to enter the premises of the customer at any time to repossess equipment and materials, and to seek reimbursement for damaged, lost, or stolen equipment.

**By signing this document, I affirm and understand these risks, appreciate these risks, and assume responsibility for these risks both stated and implied. I willfully and voluntarily choose to utilize the equipment and services of PopUp Baby with the knowledge of the risks and dangers involved. I hereby expressly assume and accept any and all risks of loss, illness, injury or death associated with these activities. I agree that persons using PopUp Baby’s equipment are physically able to do so.**

---

**Initials**

**I have received, read and understand the Rules attached hereto and incorporated herein by reference (“Rules”), as may be amended from time to time by PopUp Baby. In addition, I agree and understand the following particular rules and risks inherent with the property:**

1. Children using equipment and/or in the designated play area must be five (5) years old and under.
2. Food, drink or chewing gum is not allowed on or around the designated play area.
3. All shoes, jewelry, loose objects, and badges must be removed before entering the designated play area.
4. Face paints, party poppers, colored streamers, silly string may not be used either on or near the designated play area.
5. Long hair must be contained at all times.
6. Enter and exit equipment through the intended entrances and exits.
7. Climbing, hanging or sitting on safety gates is not allowed.
8. A responsible adult must supervise the designated play area at all time when in use. Supervision services are not provided by PopUp Baby.
9. Pushing, colliding, fighting or behaving in a manner likely to injure or cause harm is not allowed.
10. No pets, toys (other than those provided or pre-approved by PopUp Baby) or sharp instruments are allowed in the designated play area.

**Duration:** This agreement is applicable to both present and any future engagements with PopUp Baby.

**INDEMNIFICATION AND HOLD HARMLESS:** I also agree to **INDEMNIFY AND HOLD** Releasees **HARMLESS** from any and all claims, actions, suits, procedures, legal costs, expenses, damages and liabilities, including attorney’s fees, investigative and court costs, brought as a result of my involvement in PopUp Baby and/or use of PopUp Baby’s equipment, including but not limited to claims brought by co-participants, family, guests, neighbors and others resulting from my conduct or any accident during participation or my presence on the property.

**Severability:** Each provision of this agreement shall be considered separable. If any portion of this agreement is deemed to be void, invalid or contrary to any existing or future law, this will have no effect on the remainder of this agreement.

**Emergency Care:** I authorize PopUp Baby, its agents, employees, clients, or related entities to secure emergency care, including but not limited to first aid and CPR. I authorize emergency transportation and the sharing of medical information with medical personnel, and I assume all costs related to such emergency care and transportation.

**Governing Law:** This agreement shall be governed by the laws of the State of Georgia, without regard to principles of conflicts of laws.

**Acknowledgement of Understanding:**

**I have read and I understand this agreement. By signing this agreement I understand that I am relinquishing substantial legal rights, including the right for financial recovery for injury, whether the injury results from the inherent risk of these activities or from the ordinary negligence of the provider. I affirm that I am voluntarily signing this agreement and voluntarily participating in these activities with the full intent of releasing PopUp Baby, LLC, and its members, officers, clients, employees, affiliates, related entities, service providers, insurance carriers, suppliers, lessees, lessors, and agents and their successors and assigns of liability for injury or loss.**

\_\_\_\_\_  
**Initials**  
2

\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date:**

**Emergency Contact:**

**Phone:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Initials**