

Lily's Pad

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND TERMS OF PARTICIPATION

I am an adult over 18 years of age and in consideration of and in exchange for being permitted, as specified below, to use all the facilities and equipment provided and operated by Lily's Pad, an Arizona non-profit corporation located at 3320 S. Priest Drive, Suite 4, Tempe, AZ 85282 (the "Facility"). In consideration of use of the Facility and in recognition of Lily's Pad reliance hereon, I agree to all the terms and conditions set forth below on behalf of myself (the "Release").

1. I have been informed of the nature of the activities and risks involved and I believe I am capable of participating in the activities safely, taking into account any medical conditions.
2. I understand use of the Facility exposes participants to inherent risks that cannot be eliminated regardless of the care taken to avoid such risks. These risks include, but are not limited to, risk of exposure to infectious diseases, falling off equipment, double bouncing, collisions with fixed objects and/or people; failed attempted jumps and stunts; minor injuries such as scratches, bruises, cuts and sprains; major injuries such as damage to eyes, broken bones, joint or back injuries, concussions, and heart attacks; catastrophic injuries including paralysis and death; injuries of all kinds to third parties; damage to property; equipment failure; acts of nature; and negligent rescue operations.

I understand and acknowledge that my participation in the activities may pose an increased risk of illness or complications for myself. I further understand and acknowledge that if I am pregnant, I and my fetus face increased risk and I should seek the advice of a medical professional before participating.

I understand Lily's Pad makes every effort to maintain a hyperclean environment, but participants may still be exposed to infectious diseases or environmental conditions.

I understand Lily's Pad is not responsible for personal property lost, damaged, or stolen during use of the Facilities.

I ASSUME AND ACCEPT THE AFOREMENTIONED RISKS ON BEHALF OF MYSELF WHOM I PERMIT TO USE THE FACILITY.

3. In exchange for allowing me to use the Facility, I understand and expressly acknowledge that I, or anyone entitled to act on my behalf, will defend, indemnify, and hold harmless Lily's Pad and its officers, directors, managers, employees, agents, sponsors, representatives, and successors against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, now or hereafter known, of any kind arising out of the use of the Facility. I understand this Release includes any claims

based on negligence or action/inaction of Lily's Pad, its staff, directors, members, and guests.

4. I acknowledge I have adequate medical and other insurance to cover and pay for any possible injury that may arise from my use of the Facility.
5. I understand it is prohibited for anyone to enter Lily's Pad in any contagious state of illness. All participants agree to be assessed by Lily's Pad staff or volunteers prior to entry for evidence of contagious symptoms including but not limited to fever, open sores, cough, sneezing or runny noses. I agree to reschedule play sessions if any member(s) of my household exhibit(s) these symptoms. Due to its vulnerable population, Lily's Pad reserves the right to make the final decision on the eligibility for play due to health reasons for any and all participants. In addition, if while visiting Lily's Pad, I begin to show symptoms of illness (e.g., fever, vomiting, diarrhea, excessive coughing, etc.), I agree to remove myself and any member(s) of my party from the Facility.
6. I agree I will read and follow Lily's Pad's rules, including the rules posted on signs within the Facility, and will follow such rules.
7. I agree I will remain on the premises at all times during a play session if I have brought a child to play. Volunteers and staff members at Lily's Pad will assist with supervision of participants at play but are not responsible for any participant.
8. All claims and disputes arising out of or relating in any way to this Release will be subject to mandatory and binding arbitration in Maricopa County, Arizona. I understand and agree I am waiving any right to commence a legal action of any kind against Lily's Pad other than arbitration as set forth above.
9. This Release constitutes the sole and entire agreement between myself and Lily's Pad with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and will inure to the benefit of Lily's Pad, myself, and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule whether of the State of Arizona or any other jurisdiction.

BY SIGNING THIS AGREEMENT, I UNDERSTAND I AM RELEASING LILY'S PAD FROM ALL LIABILITY TO ME FOR ANY AND ALL LOSSES AND DAMAGE AND I FOREVER GIVE UP ANY CLAIMS THEREFORE ON ACCOUNT OF INJURY TO PERSON OR PROPERTY, WHETHER CAUSED BY THE NEGLIGENT ACTION OR INACTION OF LILY'S PAD OR OTHERWISE.

I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

Printed Name of Parent/Caregiver

Date of Birth of Parent/Caregiver

Signature of Parent/Caregiver

Date