

ACTIVITY RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Play Based Preschool organized by Herbal Madre's Holistic Play School ("Herbal Madre's Holistic Play School"), of 503 E Lacrosse, Spokane, Washington, 99207 and/or use of the property, facilities and services of Herbal Madre's Holistic Play School, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Herbal Madre's Holistic Play School, or the employees, representatives or agents of Herbal Madre's Holistic Play School.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Herbal Madre's Holistic Play School for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Herbal Madre's Holistic Play School, whether caused by the fault of myself, my family, Herbal Madre's Holistic Play School or other third parties.
3. I agree to indemnify and defend Herbal Madre's Holistic Play School against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Herbal Madre's Holistic Play School.
4. I agree to pay for all damages to the facilities of Herbal Madre's Holistic Play School caused by my or my family's negligent, reckless, or willful actions.
5. I, _____ of _____, _____, _____, _____, consent to the participation of my _____ of _____, _____ in Play Based Preschool, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of _____.
6. In the event of an injury to the above minor during the above described activities, I give my permission to Herbal Madre's Holistic Play School or to the employees, representatives or agents of Herbal Madre's Holistic Play School to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on _____ and will remain in effect until terminated in writing by the undersigned or when the above described activities are completed. Herbal Madre's Holistic Play School shall have the following powers:
 - a. The power to seek appropriate medical treatment or attention on behalf of my child as may

be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;

b.The power to authorize medical treatment or medical procedures in an emergency situation; and

c.The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. Any legal or equitable claim that may arise from participation in the above shall be resolved under Washington law.

8. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Herbal Madre's Holistic Play School has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

9. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

11. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

12. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature:
