



Participant Agreement, Release and Assumption of Risk (Agreement)

Participant: Print First Name	Participant: Print Last Name	Birthdate:

In consideration for gaining access to Bee’s Backyard (the “Location”) and engaging the services of Bee’s Playard, LLC (d/b/a Bee’s Backyard), their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons acting in any capacity on their behalf, (herein after collectively referred to as “Bee’s”), I acknowledge I have read this document in its entirety and I on behalf of my spouse, my children, my parents, my heirs, assigns, personals representatives, estate, and insurers, agree as follows:

____(Initial Here) I acknowledge that my participation in “Bee’s” games or activity entails known and anticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, my child(ren), or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My and/or my child(ren)’s participation in this activity is purely voluntary and I elect to participate, or allow my children to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT “BEE’S” WILL NOT PAY FOR ANY COST OR EXPENSE INCURRED BY ME AND/OR MY CHILD IN THE EVENT OF INJURY.

In consideration of “Bee’s” allowing my participation in games or activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release, discharge and indemnify “Bee’s” of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated, or unanticipated, due to “Bee’s” negligence: and I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that I shall not bring any claims, demands, legal actions and causes of action, against “Bee’s” for any economic and

non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child(ren) that are in any way associated with "Bee's." Furthermore, I for myself and on behalf of my child(ren) agree that "Bee's" is not responsible nor liable for the negligence or behavior of other patrons/invitees. I agree that "Bee's" is not responsible for lost or stolen property nor for the conditions of any ingress or egress to "Bee's" including but not limited to the parking lots nor structures. Should "Bee's" or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

____ (Initial Here) I certify that I and/or my child(ren) are physically able to participate in all activities at the location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I and/or my child(ren) may have. I acknowledge that I have read the rules, (Bee's" Rules) governing my and/or my child(ren)'s participation in any activities at this location. I certify that I have explained Bee's Rules to the child(ren) listed on this waiver. I understand that the Bee's Rules have been implemented for the safety of all guests at the location, including myself and/or my child(ren). I acknowledge that failure to follow the rules could result in the expulsion of me and/or my child(ren) from the location. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself and/or my child(ren) hereby waive any right I and/or my child(ren) may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator pursuant to its Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the state of PA and that the substantive law of PA shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit against Bee's, in addition to my agreement to defend and indemnify Bee's, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to Bee's. Should I fail to pay this liquidated damages amount within the 60-day time period provided by the Agreement, I further agree to pay interest on the \$5,000 amount calculated at 12% per annum.

I further grant Bee's the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television.

I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from Bee's Backyard at any time.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Bee's based on any claim from which I have released them herein. I have had sufficient opportunity to read this entire document I understand this Agreement and I voluntarily agree to be bound by its terms, without charge, for this visit and all future visits.

I further certify that I am the parent or legal guardian of the child(ren) listed above on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed above.

Parent/Legal Guardian/Participant's Signature (if 18 or older)

Date

Parent/Guardian/Participant (if over 18): Print First Name	Print Last Name	Birth date
Print Street Address	Print City	Print State and Zip
Cell Phone	Emergency Contact Name and Number	Email Address: