



## **WAIVER AND RELEASE**

**Assumption of Risk and Responsibility:** In consideration for allowing the child identified below (the "Participant") to enter and participate in activities at the Billy Beez facility located at Billy Beez – Westfield Valencia Town Center, 24201 Valencia Blvd, Valencia, CA, 91355 ("Billy Beez"), I represent that I am the parent and/or legal guardian of the Participant and, by signing this agreement as such and on behalf of the Participant, I hereby knowingly and fully assume all risks, known and unknown, and all responsibilities for any injury, loss or damage sustained by Participant arising out Participant's presence on the Billy Beez premises, including, without limitation, death or disability, even if such injury, loss or damage is caused, in whole or in part, by the negligence of Billy Beez, its owners, affiliates, officers, directors, agents and employees (the "Released Parties"). I understand that such known and unknown risks associated with Participant's presence on the Billy Beez premises and those associated with participation in activities at Billy Beez include, but are not limited to, those associated with climbing on structures, playing on slides and running around with other children. I acknowledge that the foregoing describes some, but not all, of those risks, and I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, permanent disability, death or property damage.

**Authorization:** Should Participant sustain any injury or acquire any illness while on the Billy Beez premises, I hereby authorize any medical treatment deemed necessary for treatment of any such injury or illness. In the event that more serious medical procedures are required I understand that attempts will be made to contact me and, in the event I am unable to be contacted within a reasonable period of time, I authorize any duly licensed medical practitioner to perform such procedures as may be medically necessary to treat the condition.

**Release:** In consideration for allowing Participant to use the Billy Beez facilities, I, for myself and the Participant, our respective heirs, executors, administrators and representatives ("Additional Releasing Parties"), unconditionally and irrevocably release the Released Parties from and against all past, present and future claims, demands, causes of action, damages, liabilities of any kind and attorneys' fees arising out of any damage to the personal property of, or personal injury to Participant or any third party resulting from any product liability claim and/or Participant's presence on the Billy Beez premises, even if such claims, demands, actions and costs are determined to have been caused, in whole or in part, by the negligence of any Released Party.

**Indemnification:** I agree to indemnify and hold harmless the Released Parties from and against all past, present and future claims, demands, causes of action, damages, liabilities of any kind and attorneys' fees that arise out of (i) Participant's presence on the premises of Billy Beez, and/or (ii) any defect in or lack of my capacity to act as parent and/or legal guardian of the Participant, and I release the Released Parties on behalf of the Participant and the parents or legal guardian.

**Governing Law/Enforceability:** This agreement shall be governed by the laws of the State of New York, without regard to the conflicts of law principles thereof. I expressly agree that this agreement is intended to be as broad and inclusive as permitted by law, in accordance with its terms. If any portion on this agreement is held invalid, the balance shall continue in full legal force and effect.

**Acknowledgement and Consent:** Having understood this agreement, I acknowledge that I am giving up the right to bring legal action or assert a claim against the Released Parties for its negligence and/or for any defective product that



may be in the Billy Beez facility or on its premises. I further acknowledge that Participant is under the age of 18 and, by my signature below, I consent to Participant's participation in any of the activities at Billy Beez.

**I acknowledge that I have read this agreement carefully, that I have executed it voluntarily, and that this agreement is binding upon myself, the Participant and the Additional Releasing Parties.**

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian Signature: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Name and Age of Participants:**

|       |       |      |       |
|-------|-------|------|-------|
| Name: | _____ | DOB: | _____ |
| Name: | _____ | DOB: | _____ |
| Name: | _____ | DOB: | _____ |
| Name: | _____ | DOB: | _____ |

Special Notes:

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