

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT
Oviedo Arcade, LLC D/B/A Arcadia Kid's Fun Museum

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF OVIEDO ARCADE, LLC D/B/A ARCADIA KID'S FUN MUSEUM USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM OVIEDO ARCADE, LLC D/B/A ARCADIA KID'S FUN MUSEUM IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND OVIEDO ARCADE, LLC D/B/A ARCADIA KID'S FUN MUSEUM HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, _____ for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to my child/children, _____, incidental to, or as a result of, participation in museum exhibits, climbing structure, ball pit, trampoline, water table, activities, and events and freely acknowledge the fact that this/these program(s) may have, and/or do involve, physical contact or other conditions or factual circumstances where physical or other injuries, including but not limited to concussion, may occur. As legal guardian and/or natural parent of the above referenced child/children, I do hereby waive, release and agree to indemnify and hold harmless OVIEDO ARCADE, LLC D/B/A ARCADIA KID'S FUN MUSEUM, their officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from any inherent risks associated with the activities my minor child(ren) may be involved in while at OVIEDO ARCADE, LLC D/B/A ARCADIA KID'S FUN MUSEUM. I, as legal guardian and/or natural parent of the above referenced child/children, assume all risk of injury, liability, and loss arising from my child/children's participation or presence at said activity. I acknowledge that OVIEDO ARCADE, LLC D/B/A ARCADIA KID'S FUN MUSEUM will not assume any costs relating to any injury while my child/children are involved in this activity. This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of OVIEDO ARCADE, LLC D/B/A ARCADIA KID'S FUN MUSEUM permitting my child/children's participation in the activity or program at issue and in further consideration of OVIEDO ARCADE, LLC D/B/A ARCADIA KID'S FUN MUSEUM not requiring self-funded liability insurance coverage on my part as a condition precedent to my child/children's participation in the activity. I, as legal guardian and/or natural parent of the aforesaid child/children, freely and voluntarily assume all risk of loss or injury arising from my child/children's participation in the activity whether due to my negligence, my child/children's negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and

indemnification, OVIEDO ARCADE, LLC D/B/A ARCADIA KID'S FUN MUSEUM, or other sponsors of the activity would not have offered me, or my child/children, the access to the activity because of unacceptable exposure to civil liability claims and/or lawsuits, or the expense of providing a program that is risk-free. By signing this waiver, I agree to indemnify any and all employees of ARCADIA for any and all damages which result from any and all acts or omissions, including negligence, in whole or in part, on the part of any OVIEDO ARCADE, LLC D/B/A ARCADIA KID'S FUN MUSEUM employee.

I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I, or my child/children, might otherwise be entitled if my child/children are hurt or suffer loss during his/her/their participation in that activity.

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

SIGNED _____
Month day year

Name of Minor Child

Date of Birth

Name of Minor Child

Date of Birth

Name of Minor Child

Date of Birth

Parent or Guardian Signature - Date

Parent or Guardian signature -Date

Witness Date

Witness Date

Please Print:

Parent Name _____

Phone Number: _____

E-mail address: _____

Zip Code: _____