

RUMBLE TUMBLE, LLC RELEASE AND WAIVER OF LIABILITY / INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of Rumble Tumble for any purpose, including but not limited to observation of use of facilities or equipment, or participation in any off-site program affiliated with Rumble Tumble, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities of the affiliated program. It is further warranted that such entry into Rumble Tumble for observation or use of any facilities, or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observations, use or participation. IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER RUMBLE TUMBLE FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH RUMBLE TUMBLE, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Rumble Tumble, its directors, officers, employees, and agents (hereinafter referred to as Releasees) from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the Negligence of the Releasees or otherwise while the undersigned is in, upon, or about (the premises or any facilities or equipment therein or participating in any program affiliated with Rumble Tumble).

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about Rumble Tumble premises or in any way observing or using any facilities or equipment of Rumble Tumble or participating in any program affiliated with Rumble Tumble whether caused by the negligence of the Releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasee or otherwise while in, about or upon the premises of Rumble Tumble and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Rumble Tumble.

4. Rumble Tumble asks permission before photographing any child for marketing and social media purposes. Rumble does not condone anyone photographing children not their own without expressed permission. Parents understand that Rumble Tumble is not responsible for photos taken inside or around Rumble Tumble and hereby release Rumble Tumble from any liability for acts or omissions of any person who takes or uses a photograph in any manner.

5. Rumble Tumble does not condone staff privately providing services for members or program participants. Parents understand that Rumble Tumble is not responsible for staff who conduct outside employment, and hereby release Rumble Tumble from any liability for acts or omissions of any staff who provide services outside of Rumble Tumble employment.

6. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY, and INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by-the law of the State of New Hampshire and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT, AND PHOTO RELEASE, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Participant First Name _____ Last _____ DOB ____ \ ____ \20 ____

Participant First Name _____ Last _____ DOB ____ \ ____ \20 ____

Participant First Name _____ Last _____ DOB ____ \ ____ \20 ____

Participant First Name _____ Last _____ DOB ____ \ ____ \20 ____

Emergency Contact Phone _____

Parent Signature _____

Parent Printed _____ Date ____ \ ____ \20 ____