

# WAIVER

Date of visit: .....

This waiver agreement is between you (.....) AND the owners of playground (Totsville LLC, located at 7497 Baltimore Annapolis Blvd, Glen Burnie MD 21061) Kindly note that in this agreement any express mention of the owners of the playground includes their successors in title, agents, employees, staff, privies, legal representatives and parent companies even when this is not expressly stated. 'Child' or 'Children' when used in this agreement includes every child brought to the playground by the person signing this agreement more particularly described by name at the end of the agreement. The 'playground' for the purposes of this agreement is the playground located at 7497 Baltimore Annapolis Blvd, Glen Burnie MD 21061.

You are entering this agreement for and on behalf of yourself and every child you would have brought to the playground. No child may use the playground unless a parent or guardian or person who has the authority to sign this waiver has indeed signed this waiver. First of all, you should understand that by using the playground you agree that you would obey all the rules of the playground. If any damage, loss or harm howsoever caused occurs to you or your child because of disobedience of the rules of the playground, you hereby agree the playground owners, Totsville LLC Totsville's partners, directors, affiliates, officers, owners, employees, agents, manufacturers and its respective heirs, successors shall not be liable for such damage.

You agree that when you are in the playground you understand that supervision is required for all children at all times. You must not leave your child unattended at the playground at any point in time for any reason. You agree that you will not use the facilities which are hereby expressly stated to be for children as an adult. You are bound by the age limit on each piece of equipment at the playground and must not put your child in any equipment which is beyond their age range. If you ignore I do not follow any of the information in this paragraph whether intentionally or recklessly you will not hold the playground owners liable for any damage, loss or harm that occurs whether to you, your child or property as a result of this.

You also make the following representations:

1. That you are the parent or legal guardian of the children named below and that you have the permission of the parents to bring the child to the playground and sign this waiver.
2. That you have disclosed any special circumstances that your child may have which could make it more likely that your child could be injured while using the playground and the equipment therein.
3. That you understand that there are risks associated with using equipment in the playground which include risks of death and injury, cuts, grazes, broken bones, fractures which may or may not be serious, choking hazards, falling, getting stuck, and other incidental injuries or discomfort. Injuries may also result in disability or death if proper safety procedures are not followed and used by the children.
4. That you understand whilst using the sandbox special risks arise including but not limited to ingesting the sand by the children, burying children within the sand box and so on and that you shall closely supervise your children whilst using the sandbox. You shall not hold the playground owners liable for any damage, loss or injury howsoever caused from the use of the sandbox by your children particularly when such damage or loss is caused due to your failure to closely monitor your child's use of the sandbox.
5. You agree and hereby accept the risks and dangers associated with climbing on, around and through the play equipment at the playground and the equipment therein and voluntarily and knowingly assume the risks of injury or death to yourself and/or your child and state that you wish to participate in and/or to allow your child to participate in the activities taking place at the playground with full knowledge of the dangers and risks of these activities.
6. That you and all your heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this Playground their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation in the playground.

7. That you additionally agree to indemnify the independent owner of the playground, their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation.
8. You also by signing this agreement give the playground owners the right to take you and your children's pictures, make video recordings, and use your image for purposes associated with the playground and marketing the playground.

YOU HEREBY STATE THAT YOU HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT VOLUNTARILY, FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Parent/Guardian Name (Please Print) \_\_\_\_\_

1st Child's Name & DOB (Please Print) \_\_\_\_\_

2nd Child's Name & DOB (Please Print) \_\_\_\_\_

3rd Child's Name & DOB (Please Print) \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Parent/Guardian Phone \_\_\_\_\_

\_\_\_\_\_  
Address City, State and Zip Code

Email: \_\_\_\_\_