

KIDS, CARS, AND MORE, LLC RELEASE AND WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS.

In consideration for being permitted in KIDS, CARS, AND MORE, LLC and the related activities (collectively, "activities") conducted by and at KIDS, CARS, AND MORE, LLC currently located at 2720 Lackland Dr., Waterloo, IA 50702. KIDS, CARS, AND MORE, LLC RESERVES THE RIGHT TO REFUSE ENTRY TO THE KIDS, CARS, AND MORE, LLC FACILITY IF THE EMPLOYEES OR STAFF BELIEVES THAT PARTICIPANTS COULD CREATE A RISK OF HARM TO THEMSELVES OR OTHER PARTICIPANTS.

ASSUMPTION OF RISK: I agree that I am over the age of 18 and that myself, and/or my child/ward, is voluntarily participating in the activities offered by KIDS, CARS, AND MORE, LLC (collectively, "KCM, LLC") and engaging in recreational activities while using the KCM, LLC facility and it is my voluntary and informed decision to release any future lawsuits or claims that they may have against the Releasees. I understand and am aware that participation in activities can be dangerous, and/or risky and could possibly cause harm or injury. By signing this waiver, I am, and /or I am on behalf of my child/ward, acknowledging these activities and my voluntary participation in them and I, and/or my child/ward, have no physical or mental injury, impairment or condition (including pregnancy) that would prevent myself and/or my child/ward from participating fully in these activities. If I have a physical or mental injury that might influence my Kids, Cars, and More, LLC play, it is my responsibility, after reading this waiver to opt out of participating. By entering the facility, I am acknowledging all the above risks and waiving all liability associated with those risks. Additionally, by signing this waiver, I acknowledge that I am aware of the physical agility requirements of my participation and I am voluntarily participating in those physical tasks. Therefore, I agree on behalf of myself and/or my child/ward and our personal representative, successors, heirs, and assigns to hold KCM, LLC and its affiliates, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the facility (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of me and/or my child's/ward's participation at KCM, LLC facility, currently located at 2720 Lackland Dr., Waterloo, IA 50702.

I expressly release and forever discharge Releasees from any and all liability, claims, demands or causes of actions whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in any of the activities offered at KCM, LLC facility. This includes, without limitation, the use of electronic equipment, art work, furniture, receiving instruction, strenuous body movement, agility, crawling, kneeling, climbing, entering, ducking or any other physical activities and any other activities in and around KCM, LLC facility. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any Releasees or from any other cause. This Waiver and Release of Liability includes, without limitation, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone, (b) use of any equipment, even if it malfunctions or breaks, (c) improper maintenance of the facility, grounds, or any equipment, (d) instruction or supervision, or (e) hitting, bumping, slipping, tripping and/or falling while in the facility or on the surrounding premises.

This Release of Liability also expressly includes a release for any and all claims arising out of or under Iowa law. Additionally, I understand that I may be held liable and/or my credit card will be charged if I cause damage, destruction or injury, and/or theft, in any way in or around KCM, LLC facility. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BE HALF OF MYSELF AND/OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST KCM, LLC. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY'S FEES AND DEFENSE COSTS INCURRED BY KIDS, CARS, AND MORE, LLC IN CONNECTION WITH OR IN THE DEFENSE OF THAT CLAIM. This release and parental/guardian Waiver are and agree, on behalf of myself and/or my child/ward, to the terms as stated above. This agreement specifically contains an indemnity agreement whereby I agree to reimburse the Releasees against any damages (including attorney's fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/war, or any other party, related in any way to me or my child/ward's use of the KCM, LLC facility. I further understand that no person has permission to use KCM, LLC facility without an effective and validly signed Release and parent/guardian Waiver of Liability. I understand that I am voluntarily giving up my and or my child's/ward's right to bring a lawsuit or claim against the above mentioned Releasees, including everything listed within this waiver. I further understand and accept the above risks related to these activities

KIDS, CARS, & MORE, LLC – MEDIA RELEASE AND WAIVER

I further grant KIDS, CARS, AND MORE, LLC the right to photograph, audio or videotape, and/or record me and /or my child/ward and to use my or my child/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation

PLEASE INITIAL FOR RELEASE/WAIVER YOU ARE SIGNING FOR

____ Both Liability and Media

____ Liability Only

____ Media Only

Please Complete All Fields Below

Date: _____

Signature (Parent or Guardian): _____

Parent Name (Please Print): _____

Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Participant: _____ Date of Birth: _____

Participant: _____ Date of Birth: _____

Participant: _____ Date of Birth: _____

Participant: _____ Date of Birth: _____

Participant: _____ Date of Birth: _____

Participant: _____ Date of Birth: _____

EMERGENCY CONTACTS

NAME: _____ PHONE: _____

RELATIONSHIP: _____

NAME: _____ PHONE: _____

RELATIONSHIP: _____