

Waiver, Release and Assumption of Risk (“Caretaker Release Form”)
for Caretakers Participating in Activities in Belmont KidSpace

I understand that Belmont Parents’ Network, Inc. (“BPN”) provides the playspace, Belmont KidSpace (“KidSpace”), to the community and that volunteer parents (“KidSpace members”) help operate KidSpace. BPN rents the physical space from the Payson Park Church (“the Church”) during KidSpace operating hours. BPN and its individual managers, directors, officers, board members, organizers, agents, employees, volunteers and representatives; KidSpace members and KidSpace member heirs, assigns, personal representative and estate; and the Church will collectively be referred to hereafter as “the KidSpace community”.

I further understand that BPN provides KidSpace to the public on an “as is” basis and does not provide any warranty that KidSpace or the items or facilities in KidSpace are suitable or safe for any purpose or individual in KidSpace. Activities in KidSpace include, but are not limited to, playing in the KidSpace play areas, using the KidSpace facilities, attending special events in KidSpace, and accompanying and supervising children in KidSpace.

I understand that BPN and KidSpace members do not provide supervision of any individual within KidSpace. Children within KidSpace are to be accompanied and supervised by a responsible adult that may include, but not be limited to, the child(ren)’s parents, legal guardians, other relatives, babysitter, nanny, or friend’s parent, collectively known as “the child(ren)’s caretaker”. “Child(ren)’s Parents” will refer to all of the child(ren)’s parents and their spouses and spousal equivalents.

In consideration of the services provided by BPN and the KidSpace members and my desire to serve as a caretaker for other people’s child(ren) during their participation in activities in KidSpace, I, on behalf of myself, my heirs, assigns, personal representative and estate, hereby:

- a) agree to use KidSpace and its facilities in a safe and responsible manner;
- b) agree to provide supervision for any children that I bring to KidSpace;
- c) agree to abide by the KidSpace rules and instructions of KidSpace members and BPN representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use KidSpace without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize KidSpace members and BPN representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;
- d) agree to fully and forever waive, release and discharge the KidSpace community from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave KidSpace or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with my participation in activities in KidSpace;

- a. to the maximum extent permitted by applicable law, this release of liability includes without limitation any claims of negligence or breach of warranty;
- e) agree to indemnify and hold the KidSpace community harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities in KidSpace;
- f) acknowledge that there are foreseen and unforeseen risks associated with participating in activities in KidSpace; examples include, but are not limited to, physical or emotional injuries, property damage, illness or even death; and
- g) agree to accept and assume all of the risks that accompany participating in activities in KidSpace and represent that my participation in activities in KidSpace is purely voluntary and I am electing to participate in activities in KidSpace notwithstanding the risks.

I hereby acknowledge and represent to BPN that I have read and fully understand this Caretaker Release Form, and understand that I have limited my rights to pursue a claim against the KidSpace community by signing this Caretaker Release Form. I further represent that I am signing this Caretaker Release Form freely and voluntarily.

I expressly agree that this Caretaker Release Form is intended to be as broad as is permitted by the laws of Massachusetts and if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect. I understand and agree that this Caretaker Release Form shall be governed by the laws of the Commonwealth of Massachusetts. I hereby consent to the exclusive jurisdiction of the state and federal courts located in Middlesex County, Massachusetts for any and all claims related to or arising out of my participation in activities in KidSpace.