

Waiver, Release and Assumption of Risk (“Parent Release Form”)
for Parents and their Children 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 for my child(ren) to participate in activities in KidSpace, I, on behalf of myself and the Child(ren)’s Parents, my child(ren), my minor child for whom I am appointed guardian, my and the Child(ren)’s Parents’ heirs, assigns, personal representative and estate; and my child(ren)’s and minor child(ren)’s 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 my child(ren) and any other children that I bring to KidSpace, and to ensure that my child(ren) are brought to KidSpace by the child(ren)’s caretaker who will supervise my child(ren) in KidSpace;
- c) agree that the child(ren)’s caretaker will 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 and the Child(ren)’s Parents authorize KidSpace members and BPN representatives to obtain, on our behalf, emergency medical treatment and to secure such medical treatment at our 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 or the Child(ren)'s Parents 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, the Child(ren)'s Parents', or my child(ren)'s 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 and the Child(ren)'s Parents' 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;
- g) agree to accept and assume all of the risks that accompany participating in activities in KidSpace and represent that my, the Child(ren)'s Parents', and my child(ren)'s participation in activities in KidSpace is purely voluntary and we are electing to participate in activities in KidSpace notwithstanding the risks; and
- h) agree that if my child(ren) are accompanied in KidSpace by the child(ren)'s caretaker, which is not myself or my spouse/spousal equivalent, that I and the Child(ren)'s Parents will ensure that the child(ren)'s caretaker signs the KidSpace Caretaker release form, and I and the Child(ren)'s Parents will 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 the child(ren)'s caretaker's presence and participation in any activities in KidSpace.

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

I expressly agree that this 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 Release Form shall be governed by the laws of the Commonwealth of Massachusetts. I hereby consent on behalf of myself, the Child(ren)'s Parents, and my child(ren) 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 our participation in activities in KidSpace.