



FORM OF WAIVER AND ASSUMPTION OF RISK AGREEMENT

This Waiver and Assumption of Risk Agreement (this "Agreement") is dated as of _____, 20__ for the benefit of Snapology of Kent. ("Snapology").

Parent Name: _____ Parent Phone: _____
Participant(s) Name(s) (collectively, " Participant "): _____
Participant(s) Birth Date(s): _____
Address of Participant(s): _____
Food Allergies or Restrictions: _____

Participant desires to participate in educational, physical and entertainment related activities (the "Activities") provided by Snapology. Food, including items containing certain allergens such as peanuts, may be provided by Snapology or brought to the programs by other participants during certain Activities. In consideration of being allowed to use the facilities and participate in the Activities provided by Snapology, Participant, or if Participant is less than 18 years of age, Participant's parent or guardian, on behalf of themself and Participant, agrees, to the fullest extent permitted by law, as follows:

TO WAIVE ALL CLAIMS that they have or may have against Snapology arising out of Participant's participation in the Activities or the use of any building blocks or other equipment ("**Equipment**"), including while receiving instruction and/or training;

TO ASSUME ALL RISKS of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of Snapology, its owners, affiliates, operators, employees, agents, and/or officers. Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen;

TO RELEASE Snapology, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of Snapology, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing herein shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;

TO INDEMNIFY Snapology, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training;

TO AGREE TO BE RESPONSIBLE for any medical bills related to treatment of any illness or accident sustained while at a Snapology program. Participant and his/her parent(s) or legal guardian(s) hereby consents to allow any Snapology supervisor to procure any medical treatment deemed advisable on behalf of Participant without prior consent. Snapology does not provide medical insurance.

This Agreement and the rights and obligations of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Ohio, without regard to its conflicts of law principles. The parties hereto hereby agree that the indemnification and release contained herein shall continue for each and every program in which Participant participates. The parties hereto shall use their best efforts to take such actions as may be necessary or reasonably requested by the other party hereto to carry out and consummate the transactions contemplated hereunder. This Agreement may be modified, amended, discharged or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

Acknowledged, agreed to and accepted by:

Participant or Parent/Legal Guardian Signature: _____

Email Address: _____ Date: _____

<input type="checkbox"/>	INITIAL HERE TO WAIVE OWNERSHIP of any photographic records taken by or on behalf of Snapology and agree to permit Snapology to use Participant's image in photographic, digital, or electronic format, for and in publications, brochures, website, or other media, without limitation, and agree not to make any claim for misappropriation of personality, breach of privacy, or other loss or damages against Snapology in respect thereof. Participant and his/her parent(s) or legal guardian(s) also understand that Snapology may provide such photographs for use by a third party with whom Snapology may choose to associate with for joint marketing purposes (i.e., a community recreation center, school or business where Snapology activities are being co-promoted).
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