



## **Waiver and Release for Minor Child**

This Waiver and Release Agreement (“Agreement”) is made between Kids Clubhouse of the Main Line, LLC and its officers, members, managers, employees, agents, contractors, representatives, sub-licensees, affiliates, subsidiaries, successors, partner facilities, agents (collectively the “Company”) and \_\_\_\_\_ [parent name], the parent/guardian (“Parent”) of Minor Child \_\_\_\_\_ (“Child”) (collectively the “Parties”).

***By registering your Child for any services offered by the Company, the Parent agrees to the following terms and conditions for your child.***

### **WAIVER & RELEASE OF LIABILITY**

Parent hereby assumes all of the risks for the Child in the Child’s participation of any activities or services being offered by the Company. On behalf of Parent and the Child and their heirs, assigns, administrators, successors, and next of kin, Parent and Child waive all claims and causes of action sounding in carelessness, negligence, gross negligence, recklessness, including claims of injuries or death, sustained to Child or Parent and all claims of damages or injuries sustained to any property owned or being used by Parent or Child which arise out of or relate to any of the activities or services offered by the Company.

On behalf of Parent and the Child and their heirs, assigns, administrators, successors, and next of kin, Parent and Child waive all claims and causes of action sounding in carelessness, negligence, gross negligence, recklessness, including claims of injuries or death, sustained to Child or Parent, where such claims relate to dangerous or defective equipment, trade tools or fixtures or other property owned, maintained, or controlled by the Company.

Parent certifies that there are no health-related reasons or problems which may preclude the Child from participation in any activities offered by the Company.

Parent understands that every attempt will be made to eliminate food allergy exposure and risk to the Child and agrees to indemnify, defend and hold harmless the Company, and its officers, members, managers, employees, instructors, agents, contractors, representatives, affiliates, sub-licensees, subsidiaries, successors, and partner facilities from any claims related to the Child’s consumption of or contact with any food that may occur during any activities or services offered by the Company.

### **LANDLORD WAIVER**

Parent and Child waive all claims and causes of action sounding in carelessness, negligence, gross negligence, recklessness, including claims of injuries or death, sustained to Child or Parent, that Parent and/or Child may have against Company’s landlord, Radnor Properties-SDC, LP and Brandywine Realty Trust, Inc., (“Landlord”) and Landlord’s officers, members, managers, employees, agents, contractors, representatives, affiliates, subsidiaries and successors.

## MODEL RELEASE

Parent gives the Company the irrevocable, perpetual, and unrestricted right to take and use photographs of the Child taken by the Company (“Photographs”) in all forms, media and manners, in conjunction with the Child’s or a fictitious name, for advertising, trade, promotion, exhibition, or any other lawful purposes. Parent waives the right to review or approve the Photographs, the use of the Photographs, or the matter that may be used in conjunction with the Photographs now and in the future, regardless of whether that use or matter is known to Parent. Parent waives any right to royalties or other compensation arising from or related to the use of the Photographs. Parent releases, discharges, and agrees to hold harmless Company from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking, processing, or publication of the Photographs.

## MISCELLANEOUS

This Contract shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of the remainder of this Contract or any other provision hereof.

Any amendments or alterations to this contract shall be in writing. No delays or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party’s rights to enforce such provision.

This contract constitutes the entire agreement between both parties and will apply to all future transactions, unless otherwise agreed to. This Contract supersedes all prior understandings, oral or written.

**Parent certifies that he/she has read this document and fully understands its content and that he/she has the legal authority to execute this Agreement on behalf of the Child named herein.**

\_\_\_\_\_  
Parent’s Name

\_\_\_\_\_  
Parent’s Phone

\_\_\_\_\_  
Parent’s Email

\_\_\_\_\_  
Print Child’s Name

\_\_\_\_\_  
Child’s Age

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Signature Date