

WAIVER AGREEMENT, RELEASE OF LIABILITY,  
and ASSUMPTION OF RISK  
FOR PLAYFUL WANDERINGS, LLC ACTIVITIES

PLEASE READ THIS ENTIRE WAIVER AGREEMENT BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT'S TERMS.

BY SIGNING THIS WAIVER AGREEMENT, YOU AND/OR YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE, FOR ANY REASON.

**Activity and Associated Risks:** Playful Wanderings conducts outdoor nature classes, including without limitation, outdoor play and hiking (hereafter referred to as "Activity or Activities"). Playing outdoors and/or hiking can be inherently dangerous activities. While hiking my child(ren) and or myself may be exposed to dangers and hazards, including but not limited to: falling rocks, inclement weather, slippery walkways or terrain, uncertain trail conditions, trip hazards, hostile or aggressive wildlife, falls, skin cuts or scrapes, sprains, bone fractures, concussions, plant allergens or other irritants, biting or stinging insects, negligence of others, temporary or permanent injuries, and/or death.

**Assumption of Risk:** I and/or my child(ren) have voluntarily chosen to participate in these Activities. I voluntarily, knowingly, and expressly assume the above mentioned risks as well as other risks not listed that are part of the Activity, and any harm, injury or loss that may occur to me and/or my child(ren) as a result in my participation in the Activity or during any transportation to or from the Activity including any injury or loss caused by the negligence of Playful Wanderings, its employees, agents, and officers, its contractors, and other activity participants.

**Release of Liability:** I forever and fully release Playful Wanderings, its representative, employees, heirs and assigns, for any claim, injury, loss, liability, damage or expense (including attorney's fees) arising out of my or my minor child(ren)'s participation in any Activity with Playful Wanderings.

**Indemnification, Hold Harmless and Defend:** I agree to indemnify, defend and hold harmless Playful Wanderings and its representatives in connection with any claim, injury, loss, liability, damage or expense (including attorney's fees) arising out of my or my minor child(ren)'s participation in any Activity.

**Other Provisions:**

- I confirm that I am and/or my child(ren) is/are in good health without any physical or mental condition that would create an unreasonable risk of harm to myself and /or my minor child, to the representatives of Playful Wanderings, or to any other participant in the Activity.

- I acknowledge that Playful Wanderings is entitled to and shall rely on my forgoing representation concerning good health.

- I acknowledge that my representations and agreement herein constitute a material part of the consideration in exchange for which Playful Wanderings will allow me and/or my child(ren) to participate in the Activities.

- I authorize the representatives of Playful Wanderings to provide me and/or my child with emergency medical treatment, knowing that neither Playful Wanderings nor its representatives are medical professionals, and I release them from any tort liability resulting from such medical treatment.

- I agree that this Waiver Agreement shall be governed by the law of the State of Ohio, and that the courts located in Hamilton County, Ohio shall have exclusive jurisdiction. I also agree that this Waiver Agreement shall be binding upon me, my representatives, heirs and assigns, and upon my minor child(ren) and his/her/their representatives, heirs and assigns.

I have fully and carefully read and understand this Waiver Agreement and do hereby voluntarily execute the same as of the date written below.

Name of Parent or Legal Guardian \_\_\_\_\_ Date: \_\_\_\_\_

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

Name(s) of Child(ren)

\_\_\_\_\_

PLAYFUL WANDERINGS, LLC

Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**PERMISSION TO USE CHILD'S PHOTOGRAPHIC FORM FOR PROMOTION**

(Please choose one)  I GIVE  I DO NOT GIVE Playful Wanderings permission to publish in print, electronic, or video formats the likeness or image of my child(ren). I release all claims against Playful Wanderings with respect to copyright ownership and publication including any claim for compensation related to use of the materials.

**Is there anything we should know about your child - health, learning, or behavior?** Knowledge of what makes your child special will help us create the best learning experience for him or her.