

# Waiver and Release of Liability Form

Please print this form, fill it out and bring it with you to Funville Playground.

I, (parents name)  desire to use FunVille Playground and Café. This Assumption of risk, waiver, and Release of Liability covers all activities at FunVille Playground and Café.

**Your presence and participation in our facility is your Express Agreement and Consent to the Conditions of the Playground below on behalf of yourself and any minors in your care:**

- The activities at FunVille Playground and Café require certain degree of skill, ability, and physical condition. You assume that participation in programs, parties or any other event at FunVille Playground and Café creates risks, hazards and danger of personal injury, disability and/or death.
- I Understand and acknowledge that the activity which I am or/and (any minor children for which I am the Parent, legal guardian, or otherwise responsible, any heirs personal representative) about to voluntarily engage in as a participant and/or volunteer bears certain know risks and unanticipated risk could result in injury, death, illness or disease, physical or mental, or damage to myself, or to spectators or third-parties.
- I, being aware of this activity entails risk or injuries to myself (and any minor children for which I am the parent, legal guardian, or otherwise responsible, any hires, personal representative, or assigns) expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself (and any minor children for which I am the parent, legal guardian, or otherwise responsible, and heirs, personal representative, or assigns).
- Participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the known and unknown risks.
- In consideration of the services provided, I, for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives or assigns, due hereby release FunVille Playground and Café from any liability and waive claim for damages arising from any cases whatsoever (except that which is gross negligence). I further agree to reimburse you all attorney fees and costs should I bring legal action against you and lose.
- If you don't agree to these conditions, you should immediately cease participation and exit the facility.

- **COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

- 1. I agree that I am personally responsible for my safety and actions while at FunVille Playground & Cafe. I agree to comply with all FunVille Playground & Cafés policies and rules, including but not limited to all FunVille Playground & Cafe policies, guidelines, signage, and instructions. Because FunVille Playground & Cafe is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, forever release, waive, discharge, and covenant not to sue FunVille Playground & Cafe or any of its employees from any and all liability, claims, demands, actions, and causes of actions whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, or otherwise, while participating in any activity while in FunVille Playground and while using any FunVille Playground & Cafe facilities, tools, equipment, or materials.
- 2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of FunVille Playground & Cafe facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
- 3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using FunVille Playground & Cafe to decide whether to sign this document; no oral representations and statements apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Virginia law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of Virginia waives all COVID-19 related mandates.

Child's Name

Date Of Birth

Parent / Guardian Name:

Email:

Emergency Contact Name and Number:

BY CHECKING THIS BOX I AGREE TO THE TERMS AND CONDITIONS ABOVE

Thank you  
Management at FunVille Playground and Café