

Raise Playspace Facility Waiver

waiver, release, and assumption of risk

I understand that the use of any child play facility inherently entails risk. Accordingly and in consideration of Raise Maine LLC ("Raise Playspace") I am granting access to myself and the children accompanied with me to Raise Playspace's child play facility and the equipment and other amenities and other ancillary items located in the facility (collectively, the "facility"). I expressly agree and contract, on behalf of myself and the children and each of our respective heirs, executors, personal representatives, administrators, successors and assigns, that neither Raise Playspace nor its insurers, members, employees, officers, directors, or associates shall be liable for any injuries (including death), damages (both economic and non-economic), and/or losses of any type sustained by me or the children on or about the facility except to the extent that the same results from the negligence or intentional misconduct of Raise Playspace.

By signing this agreement, I hereby fully and forever release, and discharge Raise Playspace, its insurers, members, employees, officers, directors, and associates, from any and all claims, damages, demands, rights of action, causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of the facility except to the extent that the same results from the negligence or intentional misconduct of Raise Playspace.

Further, I hereby acknowledge and agree that:

- I verbally and in writing agree to strictly comply (and cause my children to comply) with all Raise Playspace's rules and regulations for using the facility. I further agree to conduct myself (and cause my children to always conduct themselves) in a controlled and reasonable manner and refrain from using any equipment in a manner inconsistent with its intended design and purpose. I agree that Raise Playspace may revoke or terminate my use of the facility at any time if I or my children violate any of its rules, regulations, or policies.
- I acknowledge that Raise Playspace will not supervise my children at the facility and that I am solely responsible for doing so.
- I agree to be solely responsible for the safety and well-being of my children and myself. I understand that Raise Playspace does not provide any supervision, instruction, or assistance for using the facility.
- I understand and agree that Raise Playspace is not responsible for any property that is lost, stolen, or damaged while in, on, or about the facility.

- I represent and warrant that both I and the children maintain the skills and physical ability to properly and safely use the facilities and that Raise Playspace has not and will not perform any type of screening to verify the foregoing.
- I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose and/or effect is to provide that this waiver is invalid, limited, or inapplicable and therefore I am releasing unknown future claims. Notwithstanding the above, if any claim is allowed for any reason, I agree that my sole remedy is to enter into mutually binding arbitration in Maine where each party shall agree to select an arbitrator of their choosing and they will, in turn, agree on a neutral arbitrator in accordance with standard arbitration procedures.
- I hereby consent to receive, and consent to the receipt by the children of emergency first aid which may be deemed advisable in the event of injury, accident, and/or illness related to the activities at the facility. If emergency first aid is rendered, I understand that I am waiving all claims resulting from the first aid and all the terms and provisions of this agreement remain in full force and effect under those circumstances.
- I hereby give permission to Raise Playspace to use any photos or videotape material taken of myself or my child/children. The photos and videotape material will only be used for advertising purposes online or in print. As with all advertising consent, I may at any time withdraw permission for photos or video footage of me and my child/children to be used in this advertising campaign.