

PLAYARTS LIABILITY WAIVER AND MEDICAL RELEASE

Welcome to PlayArts! We want everyone to have a safe and great time, so there are a few rules and limitations to settle before we get started. You, on behalf of yourself and your child, and any other parents or legal guardians, who should also sign this form below (collectively, "Participant"), acknowledge that the activities provided by and performed at or otherwise associated with PlayArts (collectively, "Activities") include potential risk including, but not limited to muscle or soft tissue strains, sprains and tears, broken bones and severe injuries including paralysis or death, as well as medical expenses and damages that may result or be associated with Activities, and that Participant has voluntarily agreed to participate in the same and assume these risks.

Participant agrees to observe and obey all posted and listed rules and warnings and further agree to follow any verbal or media created instructions or directions given by PlayArts, or by their employees, representatives or related parties. PARTICIPANT HEREBY ASSUMES ALL RISKS ARISING FROM OR RELATED TO PARTICIPATION IN ANY/ALL ACTIVITIES provided by, performed at or associated with PlayArts, Inc. or Burkey Holdings, LLC, and their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers; owners, officers, directors, employees, instructors, members, volunteers, agents, service providers, assigns, legal representatives and successors, and all business associates and partners and their respective owners, officers and employees arising from or related to PlayArts or related activities ("Owner Parties").

IN CONSIDERATION OF MY ADMISSION TO PLAYARTS AND/OR PARTICIPATION IN ANY PLAYARTS ACTIVITY, PARTICIPANT HEREBY WAIVES, RELEASES, AND DISCHARGES OWNER PARTIES FROM ALL LIABILITY FOR OR BY REASON OF ANY DAMAGE, LOSS, INJURY TO PERSON AND PROPERTY, EVEN INJURY RESULTING IN THE DEATH OF ANY PARTICIPANT, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, ANY RELATED ACTIVITY OR OTHERWISE RELATED TO PLAYARTS, AND NOTWITHSTANDING THAT SUCH DAMAGE, LOSS OR INJURY MAY HAVE BEEN CAUSED SOLELY OR PARTLY BY THE NEGLIGENCE, CARELESSNESS, DEFECTIVE EQUIPMENT OR PROPERTY, OR OTHERWISE BY OWNER PARTIES. Participant shall indemnify, hold harmless and promise not to sue the Owner Parties from any and all losses, liabilities or claims made as a result of participation in any Activity, including court costs and reasonable attorneys fees, that any of them suffer as a result of any act or omission by Participant in connection with any Activity, whether caused by negligence or any other cause or omission.

MEDICAL RELEASE: Participant hereby consents to any medical treatment which may be deemed advisable for myself, my child(ren) or minors in my care in the event of any injury, accident, illness and/or emergency occurring on the premises of PlayArts or in connection with the Activities and agrees to be financially responsible for any costs incurred as a result of such treatment.

(Signature page below.)

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT IS A CONTRACT BETWEEN MYSELF AND PLAYARTS, AND I SIGN IT OF MY OWN FREE WILL, UNDER NO PRESSURE, AFTER A REASONABLE TIME TO REVIEW. I ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, I AM KNOWINGLY AND VOLUNTARILY WAIVING LEGAL RIGHTS DETAILED ABOVE.

*Child (Print First and Last name)

*Parent/Guardian (Print First and Last)

*Signature

*Date

*Phone number