

MOMMY & ME WEST
WAIVER AND RELEASE OF LIABILITY

DO NOT SIGN THIS RELEASE UNLESS YOU FULLY UNDERSTAND AND AGREE TO THE TERMS.

- I. STATEMENT OF HEALTH:** Member/Participant acknowledges that Member/Participant and any Member/Participant Minor has no physical impairment (except those noted herein) and that the activities and/or events coordinated, planned, or otherwise hosted by MOMMY & ME WEST and/or any of its members, affiliates, officers, representatives, volunteers, or other associates, may inherently involve the possibility of accident, injury, or other physical harm. Member knowingly and voluntarily assumes the sole risk, liability and the full responsibility for such accident, injury, or other physical harm resulting from attending such activities and/or events.
- II. PREGNANCY OR RECENT CHILDBIRTH:** It is recommended that you obtain your physician's approval before participating in any activities or events coordinated, planned, or otherwise hosted by MOMMY & ME WEST and/or any of its members, affiliates, officers, representatives, volunteers, or other associates.
- III. ASSUMPTION OF RISK:** Member/Participant agrees to assume all risks associated with the participation in any and all activities and/or events coordinated, planned, or otherwise hosted by MOMMY & ME WEST and/or any of its members, affiliates, officers, representatives, volunteers, or other associates, on behalf of Member/Participant and any Member/Participant Minor. Said activities or events may expose Member/Participant and any Member/Participant Minor to accident, injury, or other physical harm. Member/Participant acknowledges this and assumes this risk.
- IV. LIABILITY:** Member/Participant agrees to hold MOMMY & ME WEST and/or any of its members, affiliates, officers, representatives, volunteers, or other associates, harmless from any and all liability arising from Member/Participant and any Member/Participant Minor's participation and/or attendance at activities and/or events coordinated, planned, or otherwise hosted by MOMMY & ME WEST and/or any of its members, affiliates, officers, representatives, volunteers, or other associates. Member/Participant does hereby, for Member/Participant, Member/Participant Minor, Member/Participant's heirs, executors, administrators, successors and assigns, release, acquit, and forever discharge MOMMY & ME WEST and/or any of its members, affiliates, officers, representatives, volunteers, or other associates.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AGREEMENT. I AM AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, I AM GIVING UP MY RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST MOMMY & ME WEST AND/OR ANY OF ITS MEMBERS, AFFILIATES, OFFICERS, REPRESENTATIVES, VOLUNTEERS, OR OTHER ASSOCIATES FOR THEIR NEGLIGENCE. I HAVE READ AND VOLUNTARILY SIGNED THIS WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I affirm that I am at least 18 years old and am the Parent/Guardian of the below listed Member/Participant Minors. I have read this form carefully and fully understand that by signing this form, I am giving up legal rights and remedies that may otherwise be available to me and/or the below listed Member/Participant Minors.

Member/Participant:

Member/Participant Print Name

Date

Member/Participant Sign Name

Member/Participant Minor Name

Member/Participant Minor Name