

ALL STAR INDUSTRIES, LLC

ECE BIRTHDAY PARTY LIABILITY / WAIVER RELEASE

In consideration of the services of All Star Industries, LLC and 1434 Route 85, LLC (hereafter mentioned as "All Star"), its agents, owners, officers, and employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to hold harmless, release and discharge all of the above previously noted businesses and persons, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity I and/or my child are about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to myself or my child, or to property or to third parties. The following describes some, but not all of those risks:

Nerf gun usage, climbing, jumping, running and tumbling entail certain risk, which simply cannot be eliminated without jeopardizing the essential qualities of the party. Without a certain degree of risk the enjoyment of the party would be diminished. The above mentioned activities expose its participants to usual risk of cuts, bruises and other more serious injuries as well. If your child is injured, medical assistance may be required and will be at your own expense, not the expense of All Star or anyone associated with and / or working for or at All Star.

2. I expressly agree and promise to accept and assume all of the risks in these activities. My and/or my child's participation in this activity is purely voluntary. No one is forcing me or my child to participate, and we elect to participate in spite of the known and unknown risks. I also understand that the manufacturer has a suggested age of 8+ for Nerf gun usage.

3. I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify All Star from any and all liability, claims, demands, actions or right of action, which are related to, arise out of, or are in any way connected with me or my child's participation in this activity, including those allegedly attributable to the acts or omission of All Star, its employees or contract personnel.

4. Should All Star or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for any and all fees and costs incurred.

5. I certify that I and/or my child has health, accident and liability insurance to cover any bodily injury or property damage that may be caused or suffered while participating in this event and I agree to bear the costs associated with such injury or damage to myself or my child. I further certify that neither I or my child have any medical condition which could interfere with me or my child's safety in this activity, and I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition.

6. In the event of an emergency necessitating medical attention, I hereby consent and give permission to All Star, its instructors and its members to make decisions and to perform such medical treatment upon my child relating to such injuries or medical condition which may be, in the sole discretion of All Star, necessary and proper under the circumstances.

7. Photos & Videos: In the event any pictures or videos are taken in the participation of any activity relating to All Star, I give the operator(s) and staff of All Star the right and permission to use any such pictures or video in any form of advertisement and/or for promotional purposes.

By signing this document, I acknowledge and understand that if anyone is hurt, to include myself and/or my child or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against All Star, their agents, owners, officers, and employees, and all other persons or entities acting in any capacity on their behalf.

I have had sufficient opportunity to read this entire document and if I chose, to have same reviewed by an attorney. I have read it completely and fully understand it. By signing this document, I agree to be bound by its terms.

Athletes Name (Print):_____ **Email:**_____

Parent or Guardian Name (Print):_____ **Phone:**_____

Parent or Guardian Name (Signature):_____