## WAIVER AND RELEASE OF LIABILITY

**IN CONSIDERATION OF** the risk of injury that exists while participating in PICNIC TABLE GATHERINGS, STYLISH SLUMBER PARTIES, BACKDROPS AND ACCESSORIES, AND/OR BOUNCE HOUSES (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, participants, participants parents or guardian if participant is under 18 years of age, personal or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge GATHERINGS AND COMPANY, located at PO BOX 3805, Ramona, California 92065, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME AND MY PARTICIPANTS, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Gatherings and Company to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Gatherings and Company official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Gatherings and CompanyAND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Gatherings and Company FOR PERSONAL INJURY OR PROPERTY DAMAGE TO MYSELF, MY FAMILY, AND/OR ANYONE UNDER MY SUPERVISION THAT PARTICIPATES.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Gatherings and Company, its agents, and employees.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between

two parties of equal bargainir	ng strength. Both Participant,		and Gatherings and
			evidence shall be used or admitted to ge in accordance with the purposes for
condition, phrase or portion of agreement shall remain in full f	of this agreement shall be determined or the determined or the determined of the det	ermined to be unlawful or otherwiseld find that any provision of this agr	e severable or invalid, or if any term, se unenforceable, the remainder of this reement to be invalid or unenforceable, be deemed to be written, construed and
In the event of an emergency, pl	ease contact the following perso	on(s) in the order presented:	
<b>Emergency Contact</b>	Contact Relationship	Contact Telephone	
			<u> </u>
			<u> </u>
FREELY SIGNING THIS A UNDERSTAND ITS CONTEN	AGREEMENT. I CERTIFY T AND THAT THIS RELEAS	THAT I HAVE READ THIS	RS OR OLDER, AND THAT I AM AGREEMENT, THAT I FULLY LY. I AM AWARE THAT THIS IS A REE WILL.
Participant's/Guardians Name:			_
Participant's Address:			_
			_
0.			
Signature:			-
Date:	-		-
	PARENT / GUAR	DIAN WAIVER FOR MINORS	
In the event that the participant is guardian, as follows:	under the age of consent (18 ye	ars of age), then this release must be	signed by a parent or
		,	
	<b></b>		
foregoing on behalf of these indivi		, named above, and do hereby §	give my consent without reservation to the
Parent / Guardian Name:			
Relationship to Minors:			
Signature:			
Date			