



WAIVER AND ASSUMPTION OF RISK AGREEMENT



This Waiver and Assumption of Risk Agreement (“*Agreement*”) is being entered into for the benefit of Building Steam (“*Company*”) in return for your participation in the Activities. **Note that refunds will not be issued for non-attendance at a scheduled class/camp.**

Parent or Legal Guardian Name: _____	Parent or Legal Guardian Phone: _____
Participant(s) Name(s) (collectively, “ <i>Participant</i> ”): _____	
Participant(s) Birth Date(s): _____	
Address of Participant(s): _____	
Food Allergies or Restrictions: _____	

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS DOCUMENT, YOU WILL BE WAIVING LEGAL RIGHTS.

Participant desires to voluntarily participate in educational, physical and entertainment related activities (the “*Activities*”) provided by Company. Food, including items containing certain allergens such as peanuts, may be provided by Company or brought into the facility by other participants during certain Activities. In consideration of being allowed to use the facilities and participate in the Activities provided by Company, Participant, or if Participant is less than 18 years of age, Participant’s parent or guardian, on behalf of themselves and Participant, agrees, to the fullest extent permitted by law, as follows:

TO WAIVE ALL CLAIMS that they have or may have against Company, in connection with, or arising out of Participant’s participation in the Activities or the use of any building blocks or other equipment (“*Equipment*”), including while receiving instruction;

TO ASSUME ALL RISKS of participating in the Activities and using the Equipment without limitation, even those caused by the negligent acts or conduct of Company and its Affiliates (as defined below), including the risk of property loss, mental or emotional injury, minor and/or severe bodily harm, death, and/or illness. Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen;

TO RELEASE, waive, covenant not to sue, relinquish and forever discharge Company, its owners, affiliates, operators, employees, agents, and managers (“*Affiliates*”) from any and all claims, liabilities, obligations, demands and causes of action whatsoever, whether known or unknown, whether arising in contract, tort (whether or not arising from the negligence of Company), by operations of law, or otherwise (“*Claims*”), including, without limitation, claims for personal injury, death, accidents or illness, property loss or damage, costs, charges, attorneys’ fees, court costs and other expenses of any kind, however caused, arising from or relating in any way (whether directly or indirectly) to his/her participation in the Activities and/or use of the Equipment, including while receiving instruction. Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all Claims in connection with, or that arise or may arise from any negligent acts or conduct of Company and its Affiliates, to the fullest extent permitted by law. However, nothing herein shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct.

TO INDEMNIFY Company and its Affiliates from all liability for any Claims that Participant and his/her parent(s) or legal guardian(s), as well as any of Participant and his/her parent(s) or legal guardian(s)’s assignees, subrogees, heirs, executors, guardians and legal representatives may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction, whether known or unknown, whether arising in contract, tort, by operation of law, or otherwise; and

TO AGREE TO BE RESPONSIBLE for any medical bills related to treatment of any illness or accident sustained while at a Company program. Participant and his/her parent(s) or legal guardian(s) hereby consent to allow any Company supervisor to procure any medical treatment deemed advisable on behalf of Participant without prior consent. Company does not provide medical insurance.

Acknowledged, agreed to and accepted by:

Participant or Parent/Legal Guardian Signature: _____

Email Address: _____ Date: _____

<input style="width: 50px; height: 20px;" type="checkbox"/>	INITIAL HERE TO WAIVE OWNERSHIP of any photographic records taken by or on behalf of Company and agree to permit Company to use Participant’s image in photographic, digital, or electronic format, for and in publications, brochures, website, social media, or other media, without limitation, and agree not to make any claim for misappropriation of personality, breach of privacy, or other loss or damages against Company in respect thereof. Participant and his/her parent(s) or legal guardian(s) also understand that Company may provide such photographs for use by a third party with whom Company may choose to associate with for joint marketing purposes (e.g., a community recreation center, school or business where Company activities are being co-promoted).
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