

Release of Liability

In consideration of participation in or observation of the activities at LE Toys of Bedford MA, Inc. and Learning Express Play, Inc. (collectively LE BEDFORD), located at 168 Great Rd. Unit F, Bedford, MA 01730, and/or the use of LE BEDFORD's property, facilities and services, I, the child(ren)'s parent and/or legal guardian, _____ of _____, agree for myself and (if applicable) for the members of my family, to the following:

1. **ACTIVITIES.** The activities at LE BEDFORD include without limitation, arts and crafts, science experiments, construction toys, dress up, music, birthday parties, indoor playground, rock wall, trampolines, open gyms, gymnastics, dance, basketball, soccer, baseball and other sports and activities.
2. **FOLLOWING DIRECTIONS:** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Released Parties listed below, or the employees, related companies, representatives or agents of the Released Parties.
3. **ASSUMPTIONS OF THE RISKS AND RELEASE.** I understand and acknowledge that there are certain inherent risks associated with the activities at LE BEDFORD and that risks and dangers may be caused by the negligence or participation of other participants. To the fullest extent permitted by law, I assume full responsibility and waive any and all claims against the Released Parties for personal injury, illness, permanent disability, death, loss or damage to personal property or other expense to myself and (if applicable) my named child(ren) and family members, whether caused by the fault of myself, my named child(ren), my family, the Released Parties, or other third parties.
4. **GOOD HEALTH.** I represent that I understand the nature of the activities and that I and the named child(ren) are qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that if I believe any conditions are unsafe, I will immediately discontinue participation in such activities.
5. **MEDICAL TREATMENT.** In the event of an emergency and I cannot be reached or I am unable to communicate, I hereby give permission to LE BEDFORD and the medical personnel selected by LE BEDFORD to secure and administer any treatment deemed necessary for the immediate care as a result of my participation in Activities, including hospitalization, for me and the named child(ren). I agree that I will be responsible for payment of any and all medical and related services rendered.
6. **INDEMNIFICATION.** I agree to indemnify and defend the Released Parties against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigations costs, which may in any way arise from my or my named child(ren)'s use of or presence upon the facilities of LE BEDFORD.
7. **FEES.** I agree to pay for all damages to the facilities of Learning Express cause by any negligent, reckless or willful actions by me or my named child(ren).
8. **PHOTOGRAPHS.** I agree to grant to LE BEDFORD and its authorized representatives permission to record on photography or digital film and/or video, pictures of me and my named child(ren) observing or participating in Activities. I further agree that any or all of the recordings may be used, in any form, to promote LE BEDFORD and/or its affiliates, products and/or services including, but not limited to, future publications, brochures, other printed materials, on the website, social media, and email blasts. I further understand and agree that such use shall be without payment of fees, royalties, special credit or other compensation.
9. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Massachusetts law without giving effect to its principles of conflicts of laws.
10. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Learning Express has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
11. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arms' length negotiation between the parties. In the event any ambiguity is found to exist in the interpretation of the same Agreement or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either for or against a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

12. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
13. **DISPUTE RESOLUTION.** I agree to attempt to resolve any controversies or disputes arising out of or relating to my or my named child(ren)'s observation or participation in Activities or this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, I must submit to mediation and comply with all Massachusetts laws and rules governing mediations. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE RELEASED PARTIES BELOW.

I AM 18 YEARS OF AGE OR OLDER AND MENTALLY COMPETENT TO ENTER INTO THIS AGREEMENT FOR MYSELF AND FOR ALL CHILDREN UNDER THE AGE OF 18 LISTED BELOW. I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS THAT I, MY CHILD(REN) OR OUR HEIRS, PERSONAL REPRESENTATIVES OR NEXT OF KIN, MAY HAVE AGAINST THE RELEASED PARTIES.

Released Parties

Learning Express, Inc., LE Toys of Bedford MA, Inc. & Learning Express Play, Inc. (29 Buena Vista St. Devens, MA 01434). All affiliates, officers, administrators, volunteers, managers, members, principals and employees of the business entities listed above. Other participants.

Attachments

Learning Express Play Policies & Guidelines

Signature

I have read and agree to this **Release of Liability** and the attached **Learning Express Play Policies & Guidelines**.

Signed (Parent/ Guardian): _____ Print Name: _____

Named Child(ren): _____ Date(s) of Birth : _____

Address : _____

Phone Number: _____ Email address: _____

Please list any current or previous accidents, illnesses, allergies, medications and/or physical limitations or situations that would stop or prevent your child from participating in any of the above referenced programs.
