2023 Waiver

Office Use Only	PTP YEARLY
Entered_____ Initial and Date	

In consideration of being allowed to enter the play area and/or participate in any party or program at Millz House, the undersigned, on his or her own behalf, and on behalf of the participant(s) identified below, acknowledges, appreciates and agrees to the following conditions:

I represent that I am the participant named below, and/or that I am the parent or legal guardian of the participant(s) named below, or, if I am not the parent or legal guardian of the participant(s) named below, I affirmatively represent to Millz House that I have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on their behalf, and I further acknowledge that Millz House is detrimentally relying upon this representation. I agree that the participant(s) named below and I shall comply with all stated and customary terms, posted safety signs rules and verbal instructions as conditions for participation in any party and/or program at Millz House. If I observe any hazard during our participation, I will bring it to the attention of the nearest employee or staff member immediately.

I am aware that there are inherent risks associated with participation in programs, parties and/or use of the play area and equipment. These risks include, but are not limited to death, infection by disease or contraction of a virus, serious injury, and property loss. I, on behalf of myself, and the participants named below, knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the (i) negligence or carelessness on the part of the persons or entities being released and other participants, with the exception of gross negligence or willful misconduct, or (ii) dangerous or defective equipment. I, on behalf of myself, and the participants named below, waive all claims for damage to person or property arising from participation in activities at Millz House, and promise not to sue or exercise any other legal right to seek damages from Millz House. I, on behalf of myself and the participants named below, certify that we are physically fit and may participate in the activities available at Millz House and have not been advised otherwise by a qualified medical professional.

I, for myself and the participant(s) named below, and our respective heirs, assigns, administrators, personal representatives, and next of kin, hereby agree to indemnify, defend (at my sole expense), release and hold harmless Millz House, their affiliates, owners, officers, members, agents, employees, other participants and sponsoring agencies from and against any and all claims for bodily injury, death, infection by disease or contraction of a virus, or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultant's fees and costs arising out of or related to our participation at any and all Millz House programs, activities, parties, and the use of the play area and/or equipment.

I, for myself and the participant(s) named below, agree to allow Millz House to use my or the participant(s)'s named below, picture or likeness for general publicity and Millz House materials. In addition, I also waive and release the use of my or the participant(s)'s named below, picture or likeness to Millz House for any reason or purpose.

I, for myself and the participants named below, acknowledge that this release and waive of liability form will be used and relied upon by the Released Parties, and that it will govern my, and the participants named below, actions and rights. I further agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I agree that no oral representations, statements, or inducements apart from this Agreement have been made by Millz House or anyone else with regard to the subject matter of this Agreement.

I, for myself, hereby give permission to receive occasional e-mails from Millz House. I am interested in information on the following products: swing sets_____, trampolines_____, game courts_____, basketball hoops_____, ping pong tables_____, floor coatings_____

PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY

Please indicate whether this waiver is for: _____**Today ONLY** _____**2023 CALENDAR YEAR**
INITIAL HERE INITIAL HERE

Parent/Guardian Full Name_____ Add'l Adult Full Name: _____

Address:_____ City: _____State:_____ ZIP:_____

Contact Phone:_____ Email Address: _____

Please list all children that are playing today or might play this year if this is a yearly authorization.

Child's Name:_____ Date of Birth:_____

Child's Name:_____ Date of Birth:_____

Child's Name:_____ Date of Birth:_____

Child's Name:_____ Date of Birth:_____

By signing below, I acknowledge that I have read and understand the above and am authorizing playtime for the children listed as well as myself.

Parent/Guardian Signature:_____ Date:_____

Add'l Parent/Guardian Signature:_____ Date:_____