

Release and Waiver of Liability and Indemnity Agreement

Read carefully before signing.

Prior to entry to The Playbarn, Kildare Playcentre Ltd (hereinafter the "facility") and in consideration of being permitted to do so, you agree as follows:

I/we confirm that I/we have read and understand the entirety of this release and waiver of liability and indemnity agreement and fully understand same. Moreover I/we confirm that the parents and guardians of the child to be admitted understand that this agreement will be entered into and provide their consent to same. In the event that this consent has not been provided or a copy of this agreement has not been furnished to other relevant parents and /or guardians, then the child should not enter this facility until such time as the form has been presented to said parents and/or guardians and their consent is forthcoming. A copy of this form can be emailed to any required third party upon request. I/we have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I/we have given up substantial legal rights by signing it and further understand that I/we have given up substantial legal rights on behalf of any other relevant parent and/or guardian (but specifically with their consent) and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me/us and intend my/our signature(s) to be complete and on conditional release of liability to the greatest extent allowed by law.

It is understood that while every effort is made to present the facility in the most child friendly and safe manner, that such recreational areas for children can present dangers such as accidents, injury or even death. Each parent and/or guardian is invited to inspect the facility prior to their child entering and inspect the facility and equipment being used therein and if he or she believes anything is unsafe or requiring attention then he or she should immediately advise the management, officials or any other person in authority who will investigate and attend to same immediately.

I/we fully understand and acknowledge that:

- a) There are risks and dangers associated with children's play areas which can result in bodily injury, partial and/or total disability, paralysis and/or even death,
- b) The social and economic losses and/or damages which could result from these risks and dangers described above could be severe.
- c) These risks and dangers can be caused by the action/inaction or negligence of other visitors to the centre and also include a risk of such injuries being caused by falling, tripping, clashing with other participants, snagging on equipment, contact with hard surfaces and/or frames, to name but a few. There may be other risks not known to us or not reasonably foreseeable at this time.

Waiver of rights and Covenant not to sue:

I/we, together with any other relevant parent and/or guardian (having first sought their prior agreement) hereby waive the right to issue proceedings and covenant not to sue the facility (or its owners, managers, Directors, promoters, lessees, licensees etc. (hereinafter the "Releasees")), or issue any form of proceedings whether for myself/ourselves, on behalf of any third party or the injured child relating to any purported personal injury and/or death (or loss or damage to property) incurred by any person and/or the child while on the premises. I/we further confirm that such covenant shall include claims and legal rights arising out of any negligence of the Kildare Play Centre Limited and/or its managers, Directors, members, employees and/or other agents and any breach of legal duty arising out of common law statute, contract or otherwise.

Indemnity:

I/we, on behalf of the child and other parents/guardians assume such risks and responsibilities for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or part by the negligence of the facility, its owners, management etc. and in consideration of being granted access to the facility, agree to fully and effectively indemnify the facility and the releasees against any claims of any nature brought (despite the covenant not to sue) and confirm that I/we will not object to this waiver being part of any defence raised by the facility/releasees and relied upon by them.

I/we confirm that if despite this release, the participant child (or any party on that child's behalf) makes a claim against the facility or any of the releases then the parents and/or legal guardians will reimburse the facility/Releasee for any money which they have paid to the participant child or on its behalf and hold them harmless.

Each of the undersigned further expresses and agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and as inclusive as is permitted by the laws of Ireland and if any portion of this release and waiver of liability indemnity agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Date: _____

Signature: _____