

PLEASE READ CAREFULLY.

BY SIGNING THIS DOCUMENT, YOU WILL VOLUNTARILY WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS.

AGREEMENT

This RELEASE AND WAIVER OF LIABILITY AGREEMENT (hereinafter referred to as “RELEASE,” “WAIVER,” and/or “AGREEMENT”) is between _____ (“ADULT PARTICIPANT”) and BAYOU COUNTRY CHILDREN’S MUSEUM, INC. (“BCCM”).

BCCM is a hands-on museum and provides children with a unique environment to explore a variety of activities that have many different recreational learning experiences and will have an impact on a child’s development.

For purposes of this Agreement, the term “RELEASED PARTIES” shall include the board of directors, owners, members, managers, employees, agents, representatives, servants, assigns, successors, insurers, affiliates, and subsidiaries of BCCM.

I. ACTIVITIES PROVIDED BY BCCM

The undersigned acknowledges and agrees that, at all times, they are responsible for ADULT and/or MINOR PARTICIPANT’S safety and care while engaging in any BCCM related activity, including but not limited to exhibits, obstacle or challenge courses, events, fundraisers, parties, field trips, programs, and/or camps.

The undersigned agrees to return all pieces/parts, materials, and/or items belonging to BCCM in the same condition as they received it. The undersigned understands and agrees that the ADULT PARTICIPANT is, at all times, responsible for the pieces/parts, materials, exhibits, courses, and/or items being used and for providing any necessary protective gear. The undersigned acknowledges and agrees that BCCM has advised them that **abiding by the rules and providing safety to any and all participants they are responsible for is mandatory.**

The undersigned understands and agrees that they responsible for ADULT and/or MINOR PARTICIPANT while they participate in any obstacle or challenge course. The undersigned acknowledges and agrees to the policies set forth by BCCM and further agrees that ADULT and/or MINOR PARTICIPANT will conduct themselves according to the safety measures provided. The undersigned acknowledges and agrees that BCCM has advised them that the obstacle or challenge course **policies, procedures, rules, and safety measures are mandatory.**

II. DISCLAIMER – USE AT YOUR OWN RISK!

The undersigned acknowledges that activities provided by BCCM could be hazardous and could potentially involve great risks of physical injury or even death. The undersigned acknowledges that they assume all risks associated with participation in these activities, including, but not limited to contusions, abrasions, fractured limbs, head injuries, injuries resulting in paralysis or even death.

The undersigned acknowledges and agrees that the participation of any activity provided by BCCM may result in injury or even death, and **the undersigned hereby recognizes and assumes all risks associated with each activity.**

III. RELEASE/WAIVER OF LIABILITY AND INDEMNITY OBLIGATIONS

By executing this release/waiver, and participating in any activity provided by BCCM, the undersigned acknowledges and agrees that BCCM shall not be liable for, and undersigned shall release, defend, indemnify, and hold harmless the RELEASED PARTIES from, any damages arising from personal injuries and/or property loss sustained by the undersigned or any minor child(ren) under the undersigned’s custody, care, and control as a result of any and all activities related to the participating in an activity and/or obstacle courses provided by BCCM, including but not limited to physical contact/collision with others or stationary objects and injuries or damages stemming from mechanical, design, or equipment related failures. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that BCCM shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that BCCM shall not be responsible for any such injuries, damages, loss, or theft EVEN IN THE EVENT OF NEGLIGENCE BY BCCM, whether such negligence is present at the signing of this release or takes place in the future. This waiver does not apply to gross negligence or intentional torts by BCCM.

The undersigned agrees that if they are signing this liability Release on behalf of any minor, less than 18 years of age (“MINOR PARTICIPANT”), ADULT PARTICIPANT represents that ADULT PARTICIPANT is the parent and/or legal guardian of the MINOR PARTICIPANT or otherwise has authority to take actions on MINOR PARTICIPANT’S behalf; undersigned also accepts responsibility for all the MINOR PARTICIPANT’S medical expenses, or any other damages, injury, or death, alleged to have incurred in connection with an activity provided by BCCM. ADULT PARTICIPANT agrees to release, defend, indemnify, and hold harmless the RELEASED

PARTIES for any and all claims brought by or on behalf of the MINOR PARTICIPANT or MINOR PARTICIPANT'S family; and undersigned further agrees to release, defend, indemnify, and hold harmless the RELEASED PARTIES for any and all claims brought by a third party arising in connection with the MINOR PARTICIPANT.

The undersigned further agrees that ADULT PARTICIPANT shall release, defend, indemnify, and hold harmless the RELEASED PARTIES from all claims for personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, other participants of BCCM and/or minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the participation of an activity provided by BCCM, even if such damages arise out of the negligence of BCCM.

IV. ACKNOWLEDGEMENT OF AGREEMENT

The undersigned acknowledges and agrees that they have had sufficient time to review the agreement and to ask any questions associated with said waiver/release. The undersigned further acknowledges and agrees that they have carefully read the foregoing agreement, knows the contents thereof, and has signed this waiver/release voluntarily as their own free act. The undersigned also understands that they have had an opportunity to bargain for different waiver/release of liability terms and voluntarily waives their right to do so. **By executing this document, the undersigned warrants that they are fully aware that they are waiving any right they may have to bring a legal action to assert a claim against BCCM for BCCM'S negligence.**

V. MISCELLANEOUS PROVISIONS

A. Severability and Waiver. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with law. The failure of either Party to insist, in anyone or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

B. Interpretation: This agreement shall not be construed in favor of, or against, any Party.

C. Modifications / Entire Agreement: No change, modification, amendment, extension, renewal, ratification or waiver of this Agreement or any of its provisions shall be binding unless it is in writing and signed by both Parties. This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions.

D. Attorney's Fees: In the event BCCM is required to participate in litigation to enforce provisions of this Agreement or for claims arising from this Agreement, if BCCM is the prevailing party at litigation, BCCM shall be awarded reasonable attorney fees, costs, and expenses incurred, at undersigned's cost.

E. Choice of Law; Venue. This Agreement is governed by and must be construed in accordance with the laws of the State of Louisiana to the extent applicable, without regard to any conflict of law's provisions that would have the effect of applying the law of another state or jurisdiction. JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY EITHER PARTY IN RELATION TO THIS AGREEMENT WILL LIE EXCLUSIVELY IN THE **17TH DISTRICT COURT FOR LAFOURCHE PARISH, LOUISIANA.** BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS, AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO ANY SUCH ACTION. EACH PARTY IRREVOCABLY WAIVES ANY OBJECTION THAT ANY SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM, AND ITS RIGHT TO HAVE ANY SUCH DISPUTE OR ACTION HEARD BY A JURY.

BY SIGNING BELOW, I ATTEST THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THESE PROVISIONS. MY SIGNATURE FURTHER INDICATES THAT ALL INFORMATION PROVIDED IS TRUE AND CORRECT.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

VI. RELEASE AND WAIVER OF LIABILITY

This RELEASE and WAIVER is between ADULT PARTICIPANT and BCCM.

ADULT PARTICIPANT acknowledges that they are 18 years of age or older and have read and fully understand BCCM'S Policies/Procedures/Rules.

ADULT PARTICIPANT acknowledges and agrees that they are the parent or legal guardian of the MINOR PARTICIPANT(S) engaging in activities provided by BCCM, and that the MINOR PARTICIPANT(S) will, at all times, be accompanied by them or a responsible adult authorized by them.

ADULT PARTICIPANT fully understands and acknowledges that: (a) there are risks and dangers associated with participating in activities provided by BCCM including, but not limited to, property damage, permanent bodily injury, or death; (b) these risks and dangers may be either inherent in the action of participating in an activity, and/or may be caused by the negligence of ADULT PARTICIPANT and/or the MINOR PARTICIPANT(S), other participants, BCCM, its employees, officers, agents or representatives; and, (c) ADULT PARTICIPANT assumes all risks and dangers, including those of MINOR PARTICIPANT(S), as well as all responsibilities for any losses and/or damages while participating in the activities provided by BCCM, whether caused in whole or in part by the negligence or other conduct of BCCM, its employees, officers, agents, representatives, or by another person.

ADULT PARTICIPANT further understands and acknowledges BCCM'S rules, the above terms and information, and hereby agrees that they and the MINOR PARTICIPANT(S) will abide by the same.

In consideration for ADULT PARTICIPANT and MINOR PARTICIPANT(S) being permitted to participate in activities provided by BCCM, the undersigned ADULT PARTICIPANT, on behalf of themselves, their spouse, heirs, executors, and/or administrators, knowingly and voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify BCCM and its employees, officers, and agents from any and all claims, suits, or causes of action for bodily injury, property damage, wrongful death or otherwise which may arise out of their and/or MINOR PARTICIPANT'S participation in activities provided by BCCM.

NOTICE TO PARENT/LEGAL GUARDIAN OF MINOR PARTICIPANT(S): YOU ARE AGREEING TO LET YOUR MINOR CHILD(REN) ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF BCCM USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD(REN) MAY BE SERIOUSLY INJURED OR SUSTAIN INJURIES RESULTING IN DEATH BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS RELEASE, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BCCM IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD(REN) OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BCCM HAS THE RIGHT TO REFUSE TO LET YOUR CHILD(REN) PARTICIPATE IN THIS ACTIVITY.

I have read this RELEASE AND WAIVER OF LIABILITY AGREEMENT and fully understand and acknowledge that I am giving up legal rights by signing this document. I acknowledge that I am signing this freely, voluntarily, and without inducement.

Signed this _____ day of _____, 20____.

ADULT PARTICIPANT

(Printed Name)

(Signature)