

The Duckling Village

Family Waiver, Release & Assumption of Risk Agreement

By signing below, I acknowledge and agree on behalf of myself and all minor children in my care ("Participants") to the following terms:

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1. Acknowledgment of Rules

I, and the children under my care, understand and agree to follow the safety rules and play guidelines as outlined on TheDucklingVillage.com and those posted in the facility. I acknowledge these rules may change and confirm I have read and am familiar with them prior to entering The Duckling Village and using the play space.

2. Assumption of Risk

I understand that participation in activities at The Duckling Village ("Activities") involves inherent risks, including but not limited to exposure to COVID-19 and physical injuries. Injuries may range from minor (scratches, bruises, sprains) to major (eye injury, concussions, joint or back injuries), and in rare cases, catastrophic (paralysis or death).

I acknowledge that the play features are designed primarily for children, and I am responsible for ensuring that taller children in my care lower their heads when entering these areas.

I have made my own investigation of these risks and knowingly and voluntarily assume full responsibility for any sickness, injury, or loss arising from participation in the Activities by myself or any Participants in my care, including heirs and personal representatives.

3. Release, Discharge, and Covenant Not to Sue

On behalf of myself, the Participants, and our heirs and assigns, I release and forever discharge The Duckling Village, its owners, employees, agents, and volunteers from any and all liability, claims, demands, or causes of action arising from any injury, illness, or death related to participation in the Activities, including any claims based on negligence or breach of duty by The Duckling Village or its representatives.

4. Indemnification

I agree to indemnify and hold harmless The Duckling Village and its representatives from any claims, damages, or costs (including attorney's fees) resulting from any injury or loss caused by my or any Participant's actions during the Activities.

5. Supervision Responsibility

I acknowledge that Town Keepers and staff do not supervise or take responsibility for Participants. I accept full responsibility for supervising and ensuring the safety of all minors in my care while on the premises.

6. Health & Wellness

I certify that neither I nor any Participant in my care is currently sick or exhibiting symptoms of contagious illness, including COVID-19. I agree not to bring anyone who is unwell into The Duckling Village.

7. Security Cameras

I understand security cameras are installed throughout The Duckling Village for the safety of all participants and may be reviewed in the event of any incidents.

8. Photo Release

I grant permission for The Duckling Village to take and use photographs, videos, or sound recordings of myself and/or Participants for promotional purposes, including but not limited to advertising and website content. I understand no compensation will be provided. I may notify staff in writing if I wish to withhold this permission.

9. Waiver Duration

This waiver is valid for one year from the date signed and covers all visits by the Participants during this period.

10. Agreement to Follow Rules and Enforcement

I agree that all Participants will follow the rules and policies of The Duckling Village. I understand failure to comply may result in removal from the premises without refund.

By signing below, I certify that I am the parent or legal guardian of the Participants named below and have the authority to sign on their behalf. I have read this document carefully, understand its terms, and sign it voluntarily.

Parent/Guardian Name:

Signature: _____

[illegible]

Participants' Names and Ages:

- [illegible]