

GALOOP, LLC  
**Waiver and Release Form for Parent/Guardian**

In consideration for being permitted to participate in activities and classes offered by Galoop, LLC (“Galoop”) and to use the facilities at the Church of the Redeemer in Chestnut Hill (“Church”), and on behalf of my minor child/children, I \_\_\_\_\_, the parent or legal guardian of \_\_\_\_\_, agree to WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Galoop and its agents, employees, officers, directors, members, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature whether known or unknown, in law or equity, including any claims of personal injury, death or damage to personal property, that I, my child(ren), family members, caregivers or guardians ever had or may have, arising from, or in any way related to, participation in any of the activities or classes conducted by, on the premises of, or for the benefit of, Galoop, including but not limited to activities or classes that take place outside (e.g. at outdoor playground) or elsewhere on Church premises (hereinafter “Activity” or “Activities”). I understand that Galoop is not responsible for loss, damage, or theft of personal belongings at the Church.

I agree that any dispute or claim arising from, or in connection with, this Waiver and Release and/or the use of or presence in the facilities provided by Galoop and the Church shall be decided by the laws of the Commonwealth of Massachusetts.

I hereby consent to my participation, and give consent for my child(ren)’s participation, in all Activities. I understand that these Activities include, but are not limited to: art projects using paint, crayons, markers, pencils, stickers, etc; sensory projects using sand, water, fabrics, etc; gross motor play using slides, tunnels, balls, etc.; and outdoor play at a play area adjacent to the rear driveway of the Church. I understand the nature of the Activities and that there are certain dangers, hazards, and risks (foreseen and unforeseen) associated with participation in the Activities, including, without limitation, risks related to the use of equipment and facilities, personal safety (including risks of minor or more serious personal injury), and risks of property damage. In recognition of the dangers, hazards, and risks (foreseen and unforeseen) associated with the Activities, and my and my child(ren)’s experience and capabilities, I and my child(ren) are physically and mentally qualified to participate in all Activities, and have no physical or mental condition(s) which would cause him/her to be a danger to himself/herself or to others. I and my child(ren) are willingly and voluntarily participating in the Activities and I agree that I and my child(ren) shall assume all dangers, hazards, and risks (foreseen and unforeseen) inherent in, arising from, or related to his or her participation in the Activities.

I hereby expressly consent to the provision of first-aid and/or emergency medical treatment of myself or my child(ren) in the event of an injury in connection with the Activities. I hereby expressly release and forever discharge Galoop from any claim whatsoever which arises, or may hereafter arise, on account of any first-aid treatment or other medical services rendered in connection with an emergency at Galoop.

In registering for and participating in the Activities, I understand that I, my child(ren), family members, caregivers, and guardians must adhere to and follow any rules and policies set forth by Galoop. At the discretion of the owners or staff, Galoop reserves the right to deny service to anyone. I understand that Galoop may take pictures and/or videos of my child(ren) participating in Activities. Galoop may use my child(ren)’s photographs, images, and/or likeness for any print, social media, or web advertising or other promotional purposes, unless I notify Galoop to the contrary.

This Waiver and Release contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this Waiver and Release. The provisions of this Waiver and Release may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of all parties. The terms and provisions of this Waiver and Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Waiver and Release, the validity of the remaining portions shall not be affected thereby, and each and every term and condition of this Waiver and Release shall be valid and enforced to the fullest extent and in the broadest

application permitted by law. This Waiver and Release will remain in full force and effect even after the termination of the Activities conducted by, on the premises of, or for the benefit of, Galoop, whether by agreement, by operation of law, or otherwise.

It is my express intent that this Waiver and Release shall bind myself, any other parent to my child(ren), my child(ren), my child(ren)'s family, estate, heirs, administrators, personal representatives or assigns. I acknowledge that I have read and understand this document and its RELEASE AND HOLD HARMLESS provisions.

PARENT OR GUARDIAN INFORMATION

PARTICIPANT INFORMATION

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Age: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

COVID-19 Waiver of Liability and Hold Harmless Agreement

In consideration for being permitted to participate in activities and classes offered by Galoop, LLC (“Galoop”) and to use the facilities at the Church of the Redeemer in Chestnut Hill (“Church”), and on behalf of myself and my minor child/children, I \_\_\_\_\_, the parent or legal guardian of \_\_\_\_\_, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19, as well as the latest guidelines from the State of Massachusetts. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC and Massachusetts guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly consent to my participation, and give consent to my minor child/children to participate in, activities or classes conducted by, or on the premises of, or for the benefit of, Galoop, including but not limited to activities or classes that take place outside (e.g. at outdoor playground) or elsewhere on Church premises (hereinafter “Activity or “Activities”).

3. I have received and read Galoop’s COVID-19 related procedures, shared them with any individuals that may accompany my minor child/children to Galoop, and agree to abide by the terms and protocols set forth therein.

4. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my or my minor child/children being on the premises and participating in the Activities and hereby release, waive, discharge, and covenant not to sue, on behalf of myself and any minor child/children for whom I have the capacity to contract, Galoop, their owners, officers, directors, agents, employees and assigns (the “releasees”) from any liability related to COVID-19 which might occur as a result my or my minor child/children being on the premises and participating in the Activities.

5. I shall indemnify, defend and hold harmless the releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. It is my express intent that this agreement shall bind any assigns and representatives, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named releasees. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Massachusetts. I hereby knowingly and voluntarily waive any right to a jury trial of any dispute arising in connection with this agreement. I acknowledge that this waiver was expressly negotiated and is a material inducement for the permission granted by releasees to be on premises and participate in the Activities. In signing this agreement, I acknowledge and represent that I have read the foregoing agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this agreement for full, adequate and complete consideration fully intending to be bound by same.

6. I have been provided, understand, and agree to abide by Galoop’s COVID-related policies.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

NAME of Parent/Guardian: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_