

POPPKiDZ LLC
ASSUMPTION of RISK,
WAIVER RELEASE and
LIABILITY STATEMENT

As with any activity, there are risks and hazards whereby participants or on-lookers may sustain illness or injury, even serious injuries that can lead to long term disabilities or death.

The undersigned has acknowledged they have CAREFULLY read this release of liability and understand it contents and legal implications including the assumption of risk for the participant in the case of injury, illness, or death.

PROGRAM: _____
 (leave BLANK)
 () _____

Primary PHONE NUMBER _____ **FAMILY LAST name(s)** _____

FIRST and LAST NAME (ck 1) parent guardian ward SELF

Email Address: _____

Participants: (use additional forms if more space is required)

_____ LAST name	_____ FIRST name	_____ DATE of BIRTH
_____ LAST name	_____ FIRST name	_____ DATE of BIRTH

_____ FULL PRINTED NAME of PRIMARY CAREGIVER	_____ TODAY'S DATE
_____ SIGNATURE of PRIMARY CAREGIVER	_____ TODAY'S DATE

EMERGENCY CONTACT INFORMATION	
_____ Name AND relationship of ICE	_____ PHONE NUMBER
_____ Primary Care Physician	_____ PHONE NUMBER
_____ Preferred Hospital (not guaranteed)	_____ Insurance Carrier

I AGREE that participation in programs, activities, services, or opportunities provided are VOLUNTARY and by participating in such whether by client, volunteer, scholarship, or other capacity, I understand there are inherent and assumed risks, hazards, and unforeseen conditions including the possibility of death, including drowning, associated with such activities both known and unknown and hereby acknowledge and agree to the following terms for myself (parent, guardian, ward, self) and any accompanying minor or guest, heirs, personal representatives, or assignees:

1. ALL Participants, guests, and additional parties agree to adhere to the policies and procedures set forth by POPPKiDZ LLC and its affiliates including posted safety rules, verbal warnings, and written guidelines. Participants who violate safety guidelines may be suspended periodically or permanently from participation WITHOUT REFUND OR REIMBURSEMENT.
2. I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS WITH RESPECT TO ANY INJURY, ILLNESS, DISABILITY, OR DEATH, without regard to fault, reason of fault, or negligence including loss or damage to a person or property, to the extent of applicable law, the named parties and entities listed and their affiliates.
3. I AGREE to RELEASE, INDEMNIFY, HOLD HARMLESS and DEFEND POPPKiDZ LLC, SHORE PROPERTIES LLC, and their affiliates including ALL owners, officers, officials, board or booster club members, directors, agents or their heirs, employees, volunteers, students, program facility, or sponsors from any claim or demand the Participant, his/her legal guardian or ward, guest, heirs, personal representatives, assignees, or any other person may have for losses, damages, legal expenses including attorney's fees, injuries, illness, or death, including near-drowning incidents or death by drowning, that may arise out of or in connection with Participant's involvement in any program, service, activity, or opportunity provided by POPPKiDZ LLC or its affiliates, to the extent of applicable law.
4. Understanding participation is voluntary in activities, including those deemed high risk, the Participant and parent/legal guardian/ward of Participant specifically ASSUME ALL RISK of injury, illness, damage, or loss that may arise out of or in connection with the Participant's involvement in any and all activities.
5. EMERGENCY AUTHORIZATION: I authorize POPPKiDZ LLC and/or its affiliates acting in a supervisory capacity to act as agents for the Participant and/or undersigned and assignees, to seek medical attention for any applicable party that MAY include the services of 911, ambulance transport, ER care, or other professional services. In the event of an emergency, the Participant and their parent, guardian, or ward AGREE to utilize all benefits available from their personal medical insurance or themselves as the primary care provider and source of financial liability.
6. IF YOU DO NOT WISH FOR MEDICAL SERVICES TO BE IMPLEMENTED IN CASE OF AN EMERGENCY AS DEEMED NECESSARY BY POPPKiDZ LLC AND/OR IT'S AFFILIATES, YOU MUST CONSULT WITH POPPKiDZ LLC OWNERSHIP PRIOR TO PARTICIPATING IN ANY AFFILIATED ACTIVITY.
7. By entering into this agreement, I understand verbal, oral, or written representation offered by POPPKiDZ LLC or its affiliates prior to this agreement are NULL AND VOID. This agreement may only be altered by written AMMENDMENT provided by an authorized member of POPPKiDZ LLC ownership.

By agreeing to the terms of this agreement, **I understand**, as Participant or legally responsible representative of the Participant, that this agreement is legally binding between the parties outlined above and affects any legal right to claims for damages in the event of injury, illness, damages, or death. My agreement and participation in chosen activities, services, and opportunities is *VOLUNTARY and without duress*. This agreement is admissible evidence and governed by the State of Arizona.

SIGNATURE of Participant's Responsible Party: _____ DATE: _____

MEDICAL DISCLOSURE

POPPKiDZ LLC requests the voluntary disclosure of Participant’s medical information and history for the purposes of maintaining safety standards. You agree to be best of your knowledge each participant is in good physical condition and able to participate in chosen activities. By providing this information, POPPKiDZ LLC and its affiliates are authorized to release such information to supervisors or Emergency Care Professionals at the sole discretion of those in supervisory roles. POPPKiDZ LLC and its affiliates rely solely on the Participant and their legal guardian for the accuracy of such information and will not be held liable for its content. **List each Participant** and any applicable medical conditions for each, if Participant has no relevant medical conditions please state as such.

FIRST name & Last Initial DATE of BIRTH MEDICAL CONDITIONS or RELAVANT MEDICAL HISTORY

FIRST name & Last Initial DATE of BIRTH MEDICAL CONDITIONS or RELAVANT MEDICAL HISTORY

Additional notes (include Participant’s name) _____

The information provided is accurate to the best of my ability. POPPKiDZ LLC and its affiliates are released from the reliability and liability of its content and/or any results intended or unintended as a result of such information.

SIGNATURE of Participant’s Responsible Party: _____ DATE: _____

PHOTOGRAPH/VIDEO/RECORDINGS RELEASE

POPPKiDZ LLC reserves the right to photograph/video/record Participants, classes, or activities for the purpose of training and educating staff members, proof of activities for insurance purposes, landlords, or legal applications. Photographs/video/recordings taken at competitive events or during group activities may be used in promotional materials without further consent required. However, if such material is requested for promotional use in a manner where the Participant(s) can be easily identified in a national scale campaign or printed material, the Participant or legal guardian will be contacted for legal consent to use material in such manner.

I, being authorized to issue consent for myself and the Participant(s) understand that photographs/videos/recordings taken by POPPKiDZ LLC are the exclusive property of POPPKiDZ LLC. I understand that any photos/video/recordings, taken by myself or others, of POPPKiDZ LLC facilities, POPPKiDZ LLC participants, employees, sponsors, volunteers, or other affiliaties while on POPPKiDZ LLC facilities, or of any POPPKiDZ LLC participants while participating in POPPKiDZ LLC activities on or off site are also the exclusive property of POPPKiDZ LLC.

POPPKiDZ LLC requires full disclosure to a supervising staff member PRIOR to taking photographs and/or video, recordings are only permitted as a part of a video stream when authorized by POPPKiDZ ownership on designated days and at designated times. Otherwise, video and recordings of all types (including cell phones and other electronic devices) are STRICTLY PROHIBITED.

POPPKiDZ encourages parents and family to take photos/videos of their Participants to record progress, scrapbook memories, or share with friends and family. However; distribution is limited to personal use and any distribution for commercial use or purposes, financial gain, or for the purposes of sharing or distributing POPPKiDZ property for any reason, tangeble and/or intellectual, will be faced with penalties utilizing the full extent of the laws governing theft in the State of Arizona and the United States.

I understand and agree to the conditions described regarding photographs, video, and recordings and consent to the terms outlined.

SIGNATURE of Participant’s Responsible Party: _____ DATE: _____

THIS SECTION INTENTIONALLY LEFT FOR ADMINISTRATIVE PURPOSES

THIS DOCUMENT IS A WAIVER RELEASE STATEMENT AND IS REQUIRED FOR REGISTRATION BUT DOES NOT REPRESENT COMPLETE REGISTRATION AND IS NOT CONSIDERED A REGISTRATION FORM