

Lodi Station, LLC

**** THIS LIABILITY AGREEMENT, ASSUMPTION OF RISK, LIABILITY WAIVER, AND PHOTOGRAPHY RELEASE MUST ACCOMPANY YOUR CHILD TO THE BIRTHDAY PARTY. ****

(Must be completed for participants under the age of 18)

In consideration of Lodi Station, LLC permitting _____ (print minor's name) ("Minor") to participate in a birthday party on its property, I agree to assume all risks and hazards incidental to participating in this activity. I acknowledge that my participation, and the participation of my child, in a party where here is a group of excited children, entails both known and unanticipated risks that could result in death, physical or emotional injury, or damage to me, my property, my child, and third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the event. I expressly agree and promise to accept and assume all the risks, known and unanticipated, existing in this activity. My participation in this activity is purely voluntary. I elect to participate with full knowledge, and in spite of, these risks. I further agree to indemnify and hold harmless Lodi Station, LLC, its owners, agents, employees, and affiliates from any claims that are brought by me, or on behalf of Minor, and which are in any way related with such participation by Minor.

I give permission for photographs, images, video or audio recordings of my child/dependent, and/or any copies captured via still photography, video or audio tape recording, to be used at no charge in connection with a visit to Lodi Station Outlets. I understand that all such images will become the property of Lodi Station, LLC, and may be used in educational and promotional publications, television and video programs, tape recordings, presentations, CD-ROMs, etc., to be reproduced and distributed to the general public, including usage in commercial advertising and the Internet.

I agree that should Lodi Station, LLC, its owners, agents, employees, or affiliates, or anyone acting on their behalf, incurs attorney's fees or any cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. In the event I file a lawsuit against Lodi Station, LLC, its owners, agents, employees, or affiliates, I hereby consent to the jurisdiction of the Medina County Court of Common Pleas. I further agree that the substantive law of the State of Ohio shall govern any such action. I agree that if any portion of this contract is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this contract I acknowledge that if anyone is hurt or any property is damaged or lost during my, or my child's, participation in this activity, a judge of the Medina County Court of Common Pleas may find that I have hereby waived my right to maintain a lawsuit against Lodi Station, LLC, its owners, agents, employees, and affiliates on the basis of any claim from which I have released herein.

(SIGNATURE FOLLOWS)

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE CONTRACT. I FULLY UNDERSTAND THAT TO WHICH I AM AGREEING. I VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

Signature of Parent or Guardian: _____ Date: _____

Printed Name: _____

Name of Child: _____ DOB: _____

Address: _____

E-mail: _____ Phone: _____

Name of Parent Hosting the Birthday Party: _____

Date of Party: _____