

I consent to my child(ren) participating in this Activity and assume all risks involved with their full and unrestricted participation.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others and in consideration of the risk of injury while participating in the Activity, and as consideration for the right to participate in the Activity, I hereby, for myself, family, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever, including negligence of any kind, arising out of my child(ren) participating in the Activity, and do hereby release and forever discharge TIOH, located at 7300 Hollywood Blvd, Los Angeles, California 90046, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that my child(ren) or I may suffer as a direct result of their participation in the aforementioned Activity, including traveling to and from this Activity or an event related to this Activity.

I agree to indemnify and hold harmless TIOH against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my or my child(ren)'s behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my or my child(ren)'s behalf. If TIOH incurs any of these types of expenses, I agree to reimburse TIOH, including errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of TIOH. .

In the event of a medical emergency, any adult accompanying my child on the Activity may consent to the administration of medical or dental care to my child as deemed appropriate. In the event that my child(ren) should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. On behalf of my child(ren) and myself I expressly agree to release and discharge TIOH and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and we agree to voluntarily give up or waive any right that I or my child(ren) might otherwise have to bring a legal action against TIOH for personal injury or property damage.

In the event that any damage to equipment or facilities occurs as a result of my or my family's actions, I acknowledge and agree to be held liable for any and all costs associated with those actions.

I agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I represent and warrant that I am the legal guardian of the child(ren) listed about and have full power and authority to execute this release on their and my own behalf.