



**\*\*RELEASE AND WAIVER OF LIABILITY  
BY PARTICIPANT\*\*  
\*\*IN FAVOR OF 1 AND 8 INC. DBA  
MUSEUM OF ICE CREAM\*\***

In consideration for being permitted to participate in the activities that 1 AND 8 INC. dba MUSEUM OF ICE CREAM will provide and/or being provided access to and use of its premises, I, on behalf of myself and my participating minor child/children, if any, agree to the following:

**\*\*1. ACTIVITIES, USE OF PREMISES, AND ASSUMPTION OF RISK.\*\*** I understand that the activities that 1 AND 8 INC. dba MUSEUM OF ICE CREAM will provide and in which I and/or my minor child/children, if any, will participate may involve risks. Those risks may include slipping, falling, injury from falling objects, fainting from helium, and allergic reactions, may be inherently dangerous, and can cause serious or grievous illness or injuries, including serious bodily injury such as broken bones or concussion, catastrophic injury, such as paralysis, or death. I have explained these risks to my participating minor child/children, if any. In spite of the risks mentioned above, I freely want to participate and want my child/children, if any, to participate in the activities provided by 1 AND 8 INC. dba MUSEUM OF ICE CREAM. I understand that these activities may not be supervised and that, in the event of injury, medical services may not be readily available. Neither my participating minor child/children, if any, nor I are suffering from any mental, emotional, or physical condition precluding participation in any activities that 1 AND 8 INC. dba MUSEUM OF ICE CREAM will provide. I, on behalf of myself and my participating minor child/children, if any, assume all of the risks of participating in any activities provided by 1 AND 8 INC. dba MUSEUM OF ICE CREAM and/or on its premises.

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**\*\*2. RELEASE AND WAIVER OF LIABILITY.\*\*** I, on behalf of myself and my participating minor child/children identified below, if any, hereby WAIVE AND RELEASE 1 AND 8 INC. dba MUSEUM OF ICE CREAM and its agents, employees, officers, directors, 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, that I or my participating minor child/children, if any, ever had or may have, arising from or in any way related to my or their participation in any of the activities provided by, on the premises of, or for the benefit of 1 AND 8 INC. dba MUSEUM OF ICE CREAM. This release and waiver of liability applies to all acts of ordinary negligence but does not apply to any acts of gross negligence or intentional, willful, or wanton misconduct.

**\*\*3. COVENANT NOT TO SUE.\*\*** I, on behalf of myself and my participating minor child/children, if any, agree not to sue 1 AND 8 INC. dba MUSEUM OF ICE CREAM or any of its agents, employees, officers, directors, affiliates, successors or assigns, or initiate or assist in the prosecution of any claim for damages or cause of action against any of them, which I, on behalf of myself or my participating minor child/children, if any, may have as a result of any personal injury, death, or property damage that I or my participating minor child/children, if any, may sustain by participating in any activities provided by 1 AND 8 INC. dba MUSEUM OF ICE CREAM and/or on its premises.

**\*\*4. INDEMNIFICATION.\*\*** I, on behalf of myself and my participating minor child/children, if any, agree to indemnify and hold harmless 1 AND 8 INC. dba MUSEUM OF ICE CREAM and its agents, employees, officers, directors, affiliates, successors and assigns from any and all liabilities, claims, costs, and expenses (including reasonable attorneys' fees) made by other individuals or entities as a result of my or my participating minor child's/children's actions

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in connection with any activities provided by 1 AND 8 INC. dba MUSEUM OF ICE CREAM and/or on its premises.

**\*\*5. LOST, DAMAGED, AND STOLEN ITEMS.\*\*** 1 AND 8 INC. dba MUSEUM OF ICE CREAM has no responsibility for lost, damaged, or stolen items.

**\*\*6. PHOTOGRAPHS AND VIDEOTAPE.\*\*** I, on behalf of myself and my participating minor child/children, if any, grant 1 AND 8 INC. dba MUSEUM OF ICE CREAM the right to photograph, videotape, and/or record me and/or my participating minor child/children, if any, and to use my and my participating minor child's/children's name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation, and I, on behalf of myself and my participating minor child/children, waive any right to royalties or other compensation arising from any such use.

**\*\*7. SUCCESSORS AND ASSIGNS.\*\*** This RELEASE AND WAIVER OF LIABILITY is binding on my and my participating minor child's/children's successors and assigns, including any spouses, heirs, executors, administrators, and legal representatives.

**\*\*8. GOVERNING LAW AND VENUE.\*\*** This RELEASE AND WAIVER OF LIABILITY shall be governed by and interpreted in accordance with the laws of the State of California and New York, without giving effect to the principles of conflicts of law. Any action arising out of this RELEASE AND WAIVER OF LIABILITY must be brought exclusively in any state or federal court located in Los Angeles County or New York County.

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**\*\*9. INTERPRETATION OF AGREEMENT.\*\*** This RELEASE AND WAIVER OF LIABILITY shall be construed broadly to provide a release and waiver to the fullest extent permissible under applicable law. The failure of 1 AND 8 INC. dba MUSEUM OF ICE CREAM to enforce any provision of this RELEASE AND WAIVER OF LIABILITY shall not be construed as a waiver or modification of such provision or impairment of its right to enforce such provision or any other provision of this RELEASE AND WAIVER OF LIABILITY.

**\*\*10. SEVERABILITY.\*\*** If any provision or portion of this RELEASE AND WAIVER OF LIABILITY shall be held to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**\*\*11. HEALTH & SAFETY PROTOCOLS.\*\*** I, on behalf of myself and any participating adults, minor child/children, if any, under my care agree to adhere to any Health & Safety Guidelines in place by 1 AND 8 INC. dba MUSEUM OF ICE CREAM and understand that failing to adhere to these policies/guidelines may result in removal of myself and my group from the premises. By failing to adhere to these policies/guidelines, I may not be eligible for a refund or exchange, as deemed by 1 AND 8 INC. dba MUSEUM OF ICE CREAM.

**\*\*12. ENTIRE AGREEMENT.\*\*** This RELEASE AND WAIVER OF LIABILITY contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this RELEASE AND WAIVER OF LIABILITY. The provisions of this RELEASE AND WAIVER OF LIABILITY may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of all parties. The provisions of this RELEASE AND WAIVER OF LIABILITY will continue in full force and effect even after the



termination of the activities provided by, on the premises of, or for the benefit of, 1 AND 8 INC. dba MUSEUM OF ICE CREAM.

\*I, ON BEHALF OF MYSELF AND MY PARTICIPATING MINOR CHILD/CHILDREN, IF ANY, ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND THAT I UNDERSTAND THE TERMS SET FORTH HEREIN AND THAT I UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND A WAIVER OF RIGHTS THAT I MAY HAVE ON BEHALF OF MYSELF AND MY CHILD/CHILDREN TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS AGAINST 1 AND 8 INC. DBA MUSEUM OF ICE CREAM. SHOULD ANY LEGAL ACTION BE COMMENCED OR ANY CLAIM ASSERTED IN VIOLATION OF THIS RELEASE AND WAIVER OF LIABILITY, I UNDERSTAND AND AGREE THAT I, ON BEHALF OF MYSELF AND MY PARTICIPATING MINOR CHILD/CHILDREN, IF ANY, WILL BE RESPONSIBLE FOR ALL REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS INCURRED BY 1 AND 8 INC. DBA MUSEUM OF ICE CREAM AND ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, SUCCESSORS AND ASSIGNS IN CONNECTION WITH OR IN DEFENSE OF SUCH ACTION OR CLAIM. I HAVE SIGNED THIS AGREEMENT FREELY, VOLUNTARILY, AND UNDER NO DURESS OR THREAT OF DURESS.\*

Full Name: [[Full Name]] Phone Number: [[Phone Number]] Email: [[Email Address]] Birth Date: [[Birth Date (MM/DD/YYYY)]]