

RELEASE AND WAIVER OF LIABILITY

By signing this form, I hereby release AdaptoPlay, Inc., as well as its directors, officers, administrators, employees, volunteers and all others acting for or on behalf of AdaptoPlay, Inc. (collectively, the "Released Parties") from all liability whatsoever, for personal injury, or injuries to property, real or personal, caused by, or arising out of their provision of an adapted powered toy vehicle, adapted toys/switches or other modified equipment (the "Equipment"), adaptive equipment, for me to give to my child. Furthermore, by signing this Release form, I expressly waive and release any claims that I might have in the future against the Released Parties arising out of the negligence of the Released Parties in modification of the Equipment, including, but not limited to, electrical modifications, body modifications, seat modifications, or any other modification made by or at the request of the Released Parties or myself. I acknowledge that any such modifications to the Equipment may have voided any factory, manufacturer, or merchant's warranty which may have been in place for the Equipment prior to the modification(s) and, as such, may limit my ability to recover against the manufacturer of the Equipment for any damages that I or my child may incur from any use of the Equipment. I agree to release and hold harmless the Released Parties from any liability which may arise from such modifications.

Additionally, I understand that the Equipment is being provided to me and not to my child and that it is my decision whether and when to allow my child to use the Equipment and that the modified Equipment is intended for the sole use of my child. I understand that, due to the modification of the Equipment based on my child's need(s), no other child or individual should be allowed to use the Equipment as it could damage the modifications made by or at the request of the Released Parties or myself. I acknowledge and understand that travelling on roadways, sidewalks, or other paths or trails of any kind as a driver or a passenger of any type of motorized vehicle or toy is an inherently dangerous activity due to the risk of collision with other vehicles, pedestrians, or other obstacles. I further acknowledge that it is my responsibility to supervise my child if they use the Equipment and to ensure that their use of the Equipment is appropriate for their age, height, weight, and physical and mental capabilities. As such, I expressly assume and accept all liability that may result from the use of the Equipment and agree to hold the Released Parties harmless for any alleged claim or liability that could arise out of the use of the Equipment by any person. The Equipment is being given to me with this understanding and on the condition that no harm or liability shall come to the Released Parties as a result of the use of the Equipment. As such, I acknowledge that I will be solely responsible for any and all liability whatsoever, for personal injury, or injuries to property, real or personal, caused by, or arising out of any use of the Equipment by any person, including, but not limited to, my child or any other child.

Childs Name _____

Item Received _____

Parent Name _____

Parent Signature: _____ Date: _____