

ACTIVITY RELEASE OF LIABILITY

In exchange for participation in the activity of any A Colorful Universe events and activities in or outside of the store (Day Camp, Kid's Night, Drop and Shop, Morning/Afternoon Drop-Off) organized by A Colorful Universe, Inc. ("A Colorful Universe"), of 1523 San Elijo Rd. South Suite 106, San Marcos, California, 92078 and/or use of the property, facilities and services of A Colorful Universe, I agree for myself and (if applicable) for the members of my family, to the following:

- **1**. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by A Colorful Universe, or the employees, representatives or agents of A Colorful Universe.
- 2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge A Colorful Universe for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of A Colorful Universe, whether caused by the fault of myself, my family, A Colorful Universe or other third parties.
- **3**. I agree to indemnify and defend A Colorful Universe against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of A Colorful Universe.
- **4**. I agree to pay for all damages to the facilities of A Colorful Universe caused by my or my family's negligent, reckless, or willful actions.
- **5**. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.
- **6.** Camp pieces (ceramic, artwork, etc.) **WILL NOT** be held past **30 days**.

STANDARD PHOTO RELEASE FORM

I hereby authorize A Colorful Universe, Inc. to publish the photographs taken of me and/or the undersigned minor children, and our names, for use in A Colorful Universe's printed publications and website.

I release A Colorful Universe, Inc. from any expectation of confidentiality for the undersigned minor children and myself and attest that I am the parent or legal guardian of the children listed below and that I have the authority to authorize A Colorful Universe, Inc. to use their photographs and names.

I acknowledge that since participation in publications and websites produced by A Colorful Universe, Inc. is voluntary, neither the minor children nor I will receive financial compensation. I further agree that participation in any publication and website produced by A Colorful Universe, Inc. confers no rights of ownership whatsoever. I release A Colorful Universe, Inc., its officers, trustees, and its employees from liability for any claims by me or any third party in connection with my participation or the participation of the undersigned minor children.