



BIRTHDAY PARTY RENTAL AGREEMENT

Name: _____ Date of Party _____
Address: _____ Email: _____ Cell: _____

Will Alcohol be served? YES/NO _____ Outside Vendors? YES/NO _____

List services of Outside Vendors: _____
(if yes please supply insurance certificate with Camelot Kids listed as "Additional Insured")

Phone _____

BIRTHDAY/EVENT POLICY

Saturdays & Sundays
10am-12:00pm, 2:00pm-4:00pm

Includes:

Outdoor court yard with covered eating area & misters, picnic tables & chairs, 2 x 6 foot folding tables, 3 fridges/freezers, microwave, 2 tubs for iced drinks, 3 kid play houses, sand castle, tricycles, 2 x play structure with 6 swings, fort and 2 x slides, bubble machine, Birthday Attendant to oversee event and clean up, car park for up to 20 cars. If it rains we can open our studio to be used for entertainment as well as the undercover area.

Reservation: Reservations will only be confirmed with full payment as well as signed waiver

1. All parties require 4-6 weeks advance reservation. Must have final head count of children in attendance 15 days before the party.
2. Payment in full is required to book an event. No exceptions. Date will not be confirmed/held until payment is received.
3. Date/times are not confirmed until Camelot representative calls to confirm.
4. All parties must sign the rental agreement and liability release forms before party is confirmed.
5. Once booked the party date cannot be rescheduled with less than 30 days' notice under any circumstance.
6. No cancellations or refunds, after party booking. No exceptions
7. Party includes 15 children (aged 2+) and parents. Each child in excess of 15 is \$10 per child.
8. All parties require a \$250 SECURITY DEPOSIT. It will be returned after your event solely on the basis that nothing has been broken or damaged. If there is damage to the property your credit card will be run.
9. Rental includes a 30 minute set up time prior to the party and 15 mins after the event to remove your personal items. After that time a \$50 overtime fee will be charged. We are not able to accommodate arrivals prior to your set up. Hosts and guests arriving early will be asked to wait outside.
10. 3 hour parties are available on request + \$200 p.h.
11. Jumping castle (weather permitted at Camelot's discretion), If it rains or excessively windy the jumpy castle will not be permitted to be used.
12. Camel Kids does not provide food, drinks, utensils, plates, napkins, cups or ice, unless booking a "Birthday Blast Theme Party Package".
13. If you are using an outside vendor you must provide a certificate of insurance with Camelot Kids added to their policy as "Additional Insured" (all birthday companies are familiar with this procedure). \$25 fee applies.
14. Petting Zoos incur a \$50 clean up fee.
15. 3% will be added for all credit card payments.
16. All children must be accompanied by an adult.
17. Gratuities for party entertainment are not included in the price of the rental.
18. Camelot Kids is not liable to any injuries sustained or items lost, stolen or left behind on its premise.
19. Disclaimer: All prices, packages, materials and policies are subject to change without notice.



BIRTHDAY PARTY RENTAL AGREEMENT

Release and Waiver of Liability and Indemnity Agreement.

This Agreement must be read by all event/trip/activity participants as a condition for participation.

"I," _____ hereinafter referred to as "respondent," hereby acknowledge that I am independently organizing an event at Camelot Kids on (date) _____ and by participating in this event/activity, hereinafter referred to as "Activities". I will be personally responsible for anyone that I invite to such event and assume all risks and accept full and complete responsibility for any and all damages and personal injury of any kind, including death. I am voluntarily participating in these Activities with knowledge of the risks.

I agree that (1) I will be present at all times during the use. (2) I will be responsible for setting up the facility, returning tables and chairs to the proper place after use, leaving the facility in a clean and orderly condition. (3) I agree to pay any damages pertaining to any accidents on Camelot Kids property which may or may not occur as a result of the use requested.

I hereby release, waive, discharge, and relinquish any action or causes of action for personal injury, property damage, or wrongful death which may hereafter arise from the Activities or any pursuit incidental thereto wherever or however said pursuit may occur and for any period said Activities and pursuits may continue.

I further agree that under no circumstances will prosecute or present any claim against Camelot Kids for any causes of action, for personal injury, property damage, or wrongful death, whether the same shall arise by the negligence or non-intentional conduct of any of said attendees from the Activities or any pursuit incidental thereto.

I hereby agree to indemnify, save and hold harmless Camelot Kids from any loss, liability, damage or cost (including attorney fees) which may incur as a result of injury, death, or property damage to the undersigned, or from suit from such personal injury, death, and/or property damage to the undersigned.

By signing below I signify that I have read and voluntarily agree to the release and waiver of liability and indemnity Agreement and abide by all conditions imposed on the use of Camelot Kids facilities set forth in the policies for use of facilities and further agree that no oral representations, statements, or inducements apart from the foregoing written Agreement have been made. I further agree to indemnify, protect, defend, save and hold Camelot Kids harmless from/and any all debts, duties, obligations, liabilities, suits, claims, demands, causes for action, damages, losses, fees, and expenses in any way relating to/or resulting from the use of Camelot Kids facilities, as specified in the attached Lease for Building. I acknowledge that I have read the foregoing paragraphs and am completely aware of the potential dangers incident to engaging in the Activities, and fully aware of the legal consequences of signing the within instrument.

NAME (PLEASE PRINT)	SIGNATURE	DATE
CAMELOT KIDS REPRESENTATIVE	SIGNATURE	DATE



BIRTHDAY PARTY RENTAL AGREEMENT

**WAIVER & HOLD HARMLESS AGREEMENT FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES BY
ADULT PARTICIPANTS WHILE ON
CAMELOT KIDS PREMISES**

- Guests renting Camelot Kids for private events are able to serve alcohol only after it has been approved.
- The minimum drinking age for all alcoholic beverages during all Camelot Kids events is 21 years of age.
- Guests are limited to 3, 5 oz. drinks max per event.
- Must refrain from use of tobacco and any illegal drugs during a program.
- We are a drug free facility. Absolutely no illegal substances are allowed anywhere on campus.
- Guests who violate any alcohol policies, (*over consume, provide alcohol to people under age 21, demonstrate irresponsible behavior, or attempt to conceal alcoholic items at check in or any other time*), may be removed from premises, in accordance with our Guest Conduct Policy.
- Camelot Kids reserves the right to revoke or otherwise restrict drinking privileges of any guest, regardless of age. Even if all criteria are met, Camelot Kids staff may elect, and have the option to, not grant the waiver or any such drinking privileges.
- Camelot Kids reserves the right to refuse service to anyone at any time, without reason.

I, _____, being of sufficient legal age and meets behavioral, social and emotional standards whatsoever, have read and fully understand CAMELOT KIDS policy & procedures and do hereby and here ever-after freely and voluntarily waive, relinquish and surrender any and all causes of action of any kind, nature and description that I or any one hosted by me, acting by through or on behalf of me may ever have as against CAMELOT KIDS, and it's agents, all sponsors, representatives (including staff/volunteers), and independent contractors from all claims or liabilities of any kind arising out of my participation (or my child's participation) in this event/program, as a result directly or indirectly of my consumption of any alcoholic beverages, and any resulting intoxication of myself or anyone hosted by me during an event organized and led by CAMELOT KIDS and it's agents even though liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

I further hereby freely and voluntarily agree to fully save and hold harmless CAMELOT KIDS, and its agents, all sponsors, representatives (including staff/volunteers), and independent contractors for any expenses, including legal fees and any and all damages and costs arising out of any law suit filed against LITTLE KNIGHTS, and it's agents, on my behalf or for or by anyone acting by, through or under my authority including but not limited to suites filed by spouse, children, parents, guardians, my estate or any other person hosted by me, which suit or suits may be filed as a result of any alleged intoxication on my part and any and all damages allegedly caused as a result of said intoxication.

I further assert that I am of full legal age and understand that the signing of this document is mandatory for my participation in an event led by CAMELOT KIDS, and its agents, and in the consumption of alcoholic beverages at an event. I further assert that to the best of my knowledge I have no known physical condition that would render my consumption of alcoholic beverages medically inadvisable, also that I am not pregnant and/or breastfeeding. I further assert that I have never been diagnosed with any substance dependency.

Participant or Parents/Guardian/Signature: _____ Date: _____

Address: _____ Zip: _____ PH: _____

Camelot Kids Representative: _____ Date: _____

A photocopy of this signed document is as sufficient as the original



BIRTHDAY PARTY RENTAL AGREEMENT
WAIVER AND RELEASE FOR THE USE OF CAMELOT KIDS PLAYGROUND

1. By signing this waiver and release, I hereby allow my child and anyone I invite to play at CAMELOT KIDS playground, including, without limitation, all play structures located thereon and yard & studio (collectively, “**CAMELOT KIDS PLAYGROUND**”).

2. I am aware that play at the CAMELOT KIDS PLAYGROUND includes, among other things, my child’s and others playing on structures that maybe built, in part or in total, by non-licensed contractors and/or parents.

3. I acknowledge and agree that my child’s and others use of the Camelot Kids Playground, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises, lacerations and sprains, to 2) rare major injuries such as eye injury or loss of sight and concussions, to 3) even rarer catastrophic injuries including paralysis and death. I, on behalf of my child, myself and others, hereby assume the risk of any and all accidents or injuries of any kind which may be sustained by anyone or anything by reasons of or in connection with me, my child’s and/or others use of the Camelot Kids Playground, including, but not limited to the negligent acts of Camelot Kids and I, for myself, others, and for my child, my heirs, personal representatives or assigns, and anyone claiming through or under me, hereby release, discharge and absolve Camelot Kids, and its employees, offices, agents and representatives from any and all liability or responsibility for any and all accidents or injuries sustained by anyone or anything as a result of my child’s or others use of the Camelot Kids Playground. Further, to the fullest extent permitted by law, I fully ASSUME THE RISK OF MYSELF AND MY CHILD AND OTHERS BEING INJURED at the Camelot Kids Playground.

4. I, on behalf of my child, myself, and others, also expressly waive any and all rights under Section 1542 of the California Civil Code and under any statute, rule, or principle of common law or equity of any jurisdiction that is similar to Section 1542. I, on behalf of my child, myself and others, acknowledge that neither my child nor I, nor others, may invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any claims released in this waiver and release. I, on behalf of my child, myself and others, am aware that Section 1542 provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Thus, notwithstanding the provisions of the California Civil Code, including Section 1542, and for the purpose of implementing a full and complete release and discharge of Camelot Kids Preschool, I, on behalf of my child, myself and others, expressly acknowledge that this release is intended to include in its effect, without limitation, all matters which my child and/or I or others do not know or suspect to exist in their favor at the time of execution hereof, and thus, this release contemplates the extinguishment of any such matter. Further, I, on behalf of my child, myself and others, expressly acknowledge that the foregoing waiver of Section 1542 has been separately bargained for.

5. I represent and warrant to Camelot Kids Preschool that: (a) I am the parent or legal guardian of the child listed below and am authorized to sign documents on his/her behalf; (b) I am of legal age and have the right to contract in my own name; (c) I have the full power and authority to execute this waiver and release; and (d) I have read this waiver and release completely and I fully understand its content.



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6. This waiver and release shall be governed by and construed in accordance with the laws of the State of California, notwithstanding its conflict of laws principles. No modifications of this waiver and release or any of its terms shall be effective unless in writing signed by the duly authorized representatives of Camelot Kids Preschool and me.

PRINTED NAME AND SIGNATURE of PARENT or LEGAL GUARDIAN:

NAME OF CHILD: _____

NAME OF PARENT: _____

SIGNATURE OF PARENT: _____

DATE: _____, 20_____



BIRTHDAY PARTY RENTAL AGREEMENT

COVID-19 RELEASE AND WAIVER

In consideration of being permitted, and my child being permitted, to enter the premises and facilities (the “**Premises**”) of Camelot Kids Child Development Center, a California corporation doing business as Camelot Kids Preschool (“**Camelot**”), and attend Camelot pursuant to, and in accordance with, that certain Birthday Party Rental Agreement hereby acknowledge and agree to the following on behalf of myself, my child and any guest invited to attend my event.

1. **ASSUMPTION OF RISK**. I hereby acknowledge that (a) the novel coronavirus COVID-19 (“**COVID-19**”) is extremely contagious and is believed to spread mainly from person-to-person contact, (b) entering the Premises and/or attending Camelot could increase my, my child’s and any guests risk of being exposed to and/or infected by COVID-19, (c) such exposure or infection may result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death, and (d) such exposure or infection may result from the actions, omissions, or negligence of Camelot, its officers, directors, managers, shareholders, agents, employees, volunteers, representatives and/or other Camelot attendees and families. I, on behalf of myself, my child and my guests and each of our heirs, successors and assigns, knowingly, freely and fully assume all such risks. I, on behalf of myself, my child and my guests and each of our heirs, accept sole responsibility for any injury to myself or my child (including, without limitation, personal injury, disability, death or other loss or liability) as a result of such risks and/or our entering the Premises and/or attending Camelot.

2. **RELEASE**. I, on behalf of myself, my child, and guests and each of our heirs, successors and assigns, hereby forever and irrevocably release, waive, relinquish, and discharge Camelot and its officers, directors, managers, shareholders, agents, employees, representatives, volunteers and successors and assigns (collectively, the “**Released Parties**”) from any and all claims, demands, liabilities, responsibilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, “**Damages**”) as a result of me and/or my child entering the Premises and/or attending Camelot, including, but not limited to, any Damages (a) related to any exposure to or infection by COVID-19 (including any personal injury, disability, death or other loss or liability related thereto) and (b) based on the actions, omissions, or negligence of Camelot or the other Released Parties (collectively, the “**Released Claims**”).

3. **WAIVER OF SECTION 1542**. I, on behalf of myself and my child, my guests (a) hereby expressly waive all rights afforded by Section 1542 of the California Civil Code (“**Section 1542**”) with respect to the Released Parties and Released Claims, (b) acknowledge that neither I nor my child may invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any Released Claims and (c) am aware that Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

Thus, notwithstanding the provisions of the California Civil Code, including Section 1542, and for the purpose of implementing a full and complete release and discharge of Camelot and the other Released Parties, I, on behalf of myself and my child, expressly acknowledge that the releases in this Waiver and Release of Liability (this “**Waiver**”) are



BIRTHDAY PARTY RENTAL AGREEMENT

intended to include in its effect, without limitation, all matters which I and/or my child and my guests do not know or suspect to exist in our favor at the time of execution hereof, and thus, this Waiver contemplates the extinguishment of any such matters. Furthermore, I, on behalf of myself and my child, my guests expressly acknowledge that the foregoing waiver of Section 1542 has been separately bargained for.

4. **COVENANT NOT TO SUE.** I, on behalf of myself and my child, & my guests hereby agree and covenant never to file a lawsuit, arbitration proceeding or any other administrative proceeding against Camelot or the other Released Parties for any Released Claims or Damages related thereto.

5. **REPRESENTATIONS AND WARRANTIES.** I hereby represent and warrant to Camelot that: (a) I am the parent or legal guardian of the child listed below and am authorized to sign documents on such child's behalf, (b) I am of legal age and have the right to contract in my own name, (c) I have the full power and authority to execute this Waiver and (d) I have read this Waiver completely and I fully understand its contents.

6. **INTERPRETATION; SEVERABILITY.** I expressly agree that this Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. **GOVERNING LAW; MODIFICATIONS.** This Waiver shall be governed by and construed in accordance with the laws of the State of California, notwithstanding its conflict of laws principles. No modifications of this Waiver or any of its terms shall be effective unless in writing signed by a duly authorized representative of Camelot and me.

I HAVE FULLY READ AND UNDERSTAND THE CONTENTS OF THIS WAIVER AND I SIGN BELOW TO INDICATE MY AGREEMENT OF MY OWN FREE WILL.

SIGNATURE of PARENT or LEGAL GUARDIAN: _____

PRINTED NAME of PARENT or LEGAL GUARDIAN: _____

NAME of CHILD: _____

DATE: _____