



**NatureTalks**  
**Muddy Hands Playgroup™**

# LIABILITY WAIVER & RELEASE OF LIABILITY

**NatureTalks LLC**

Muddy Hands Playgroups™ and events.

**NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. BY SIGNING THIS AGREEMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.**

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## **1. Voluntary Participation & Assumption of Inherent Risks**

I, the undersigned parent or legal guardian (“Participant,” which includes myself and my minor child(ren)), understand that participation in the Earth Day Celebration & Muddy Hands Playgroups™ Grand Opening (the “Event”) hosted by NatureTalks LLC involves outdoor and nature-based activities, including but not limited to:

- Uneven terrain, dirt, rocks, mud, grass, and natural surfaces
- Exposure to outdoor weather conditions
- Contact with soil, plants, water, and natural materials
- Interaction with live insects (including butterflies, worms, ladybugs, and praying mantises)
- Physical movement, exploratory play, and hands-on activities

I acknowledge that participation involves inherent risks that may result in bodily injury, allergic reaction, illness, permanent disability, or death. Risks may arise from known or unknown conditions and may result from the actions, inactions, or negligence of myself, my child(ren), other participants, volunteers, or NatureTalks LLC.

I voluntarily and knowingly assume all risks, both known and unknown, associated with participation in the Event.

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## **2. Release of Liability (Including Negligence)**

To the fullest extent permitted under Arizona law, I hereby release, waive, discharge, and covenant not to sue NatureTalks LLC, its owners, members, employees, contractors, volunteers, sponsors, and affiliates (collectively, the “Released Parties”) from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind arising out of or related to participation in the Event, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES.

This release does not apply to claims arising from gross negligence or willful misconduct, as such liability cannot be waived under Arizona law.

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## **3. Minor Child Release**

I represent that I am the parent or legal guardian of the minor child(ren) listed below and that I have full legal authority to execute this agreement on their behalf.

I agree that this Release of Liability is binding upon my minor child(ren), myself, my spouse, heirs, assigns, and legal representatives.

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## **4. Medical Authorization**

I certify that I and/or my child(ren) are physically capable of participating in the Event.

In the event of injury or medical emergency, I authorize NatureTalks LLC to contact emergency services. I understand and agree that I am solely responsible for all medical costs incurred.

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## **5. Allergies & Health Conditions**



# NatureTalks

## Muddy Hands Playgroup™

I understand that NatureTalks LLC cannot guarantee an allergen-free environment and that exposure to insects, plants, soil, and outdoor elements may occur. I accept full responsibility for disclosing severe allergies and for carrying necessary medications (including but not limited to epinephrine auto-injectors).

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### **6. Supervision Requirement**

I understand that this is not a drop-off event. I agree to directly supervise my child(ren) at all times and accept full responsibility for their safety and conduct.

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### **7. No Professional or Therapeutic Relationship**

I acknowledge that participation in this Event does not establish a therapist-client relationship with NatureTalks LLC and does not constitute evaluation, diagnosis, or therapeutic services.

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### **8. Photography & Media Release**

Unless I have affirmatively declined media permission during registration, I grant NatureTalks LLC permission to photograph and/or record myself and my child(ren) for educational and promotional purposes, including website and social media use, without compensation.

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### **9. Indemnification**

I agree to indemnify, defend, and hold harmless the Released Parties from any claims, damages, or expenses (including attorney's fees) arising from my or my child's participation in the Event.

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# NatureTalks

## Muddy Hands Playgroup™

### 10. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Any dispute arising from participation in the Event shall be brought exclusively in a court of competent jurisdiction located in the State of Arizona.

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### 11. Severability

If any provision of this Agreement is determined to be invalid or unenforceable under Arizona law, the remaining provisions shall remain in full force and effect.

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### 12. Acknowledgment of Understanding

I certify that:

- I have carefully read this Liability Waiver & Release of Liability.
  - I fully understand its contents.
  - I understand that I am giving up substantial legal rights, including the right to sue.
  - I sign this agreement freely and voluntarily.
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Participant/Child Name(s): \_\_\_\_\_

Parent/Guardian Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_