MOMO MART

Waiver, Release of Liability, Assumption of Risk, and Consent Form

Momo Mart | 4 S Market Street, Troy, OH | jess@itsmomomart.com

Before you visit Momo Mart, please complete the necessary waivers and consent forms. Please read this entire form carefully before signing. By signing below, you acknowledge that, except as stated in Section 3, Momo Mart is not responsible for any injuries or damages that occur during your visit to our venue. If you do not understand any part of this form, please ask a staff member before you sign and before you participate.

PARTICIPANT INFORMATION

PARTICIPANT FULL LEGAL NAME (PRINT)

DATE OF BIRTH (REQUIRED IF UNDER 18)

PARENT / GUARDIAN NAME (IF PARTICIPANT IS UNDER 18)

VISIT / EVENT DATE

PHONE NUMBER

EMAIL ADDRESS

EVENT TYPE, IF APPLICABLE (BIRTHDAY PARTY, DATE NIGHT, CLASS, WALK-IN CRAFTING, OTHER)

1. ACTIVITIES AND INHERENT RISKS

Momo Mart offers hands-on craft activities and retail shopping, including, as available, the Glow Slime Bar, Decoden Cream Art, Nano Tape Bling, DIY Squishie Station, Custom Paint Bar, Perl Bead Pixels, and other maker activities offered in the shop, at parties and classes, or at off-site events. I understand that these activities involve inherent risks that cannot be eliminated, including:

- Skin, eye, or respiratory irritation, and allergic reactions to craft materials such as slime ingredients, glues and adhesives, paints, dyes, fragrances, latex, resins, beads, and other supplies;
- Cuts, scrapes, pinches, or punctures from scissors, craft tools, beads, screws, gears, or other small or pointed components;
- Burns from heated tools or materials, including irons and heated adhesives, which are to be operated only by staff or supervising adults where Momo Mart so requires;
- Slips, trips, and falls, and other ordinary risks of a public retail space; spills that may stain or damage clothing, shoes, and personal items;
- Choking or ingestion hazards from small parts, beads, and craft materials, especially for young children; and

I understand that staff will provide instructions and safety guidance, but that no activity is risk-free, and that I am responsible for deciding whether participation is appropriate for me and for any minor in my care.

Initials - I have read and understand Section 1

2. ASSUMPTION OF RISK

I voluntarily choose to participate, and/or to allow the minor named above to participate, in Momo Mart activities. I knowingly and freely assume all risks of participation, both known and unknown, including the risks described in Section 1, even if those risks arise from the ordinary negligence of Momo Mart or others, and I assume full responsibility for my participation and for the participation of any minor I sign for.

_____ Initials - I have read and understand Section 2

3. RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION

To the fullest extent permitted by Ohio law, I, for myself, the minor named on page 1 (if any), and our heirs, executors, administrators, and assigns, **release, waive, discharge, and agree not to sue** Momo Mart, its owners, officers, employees, volunteers, contractors, and affiliates (together, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, or injury - including bodily injury, illness, or property damage - sustained during, or as a result of, visiting Momo Mart or participating in its activities, whether caused by the ordinary negligence of the Released Parties or otherwise.

Exception: This release does not apply to injury or damage caused by the gross negligence or willful misconduct of a Released Party.

I also agree to **indemnify and hold harmless** the Released Parties from any loss, liability, damage, or cost, including reasonable attorneys' fees, arising from any claim brought by or on behalf of me or the minor I sign for, or from my breach of this form.

_____ Initials - I have read and understand Section 3

4. ALLERGIES, HEALTH, AND MEDICAL AUTHORIZATION

Craft materials may contain or come into contact with common allergens and irritants. It is my responsibility to disclose, in writing below, any allergy, asthma, skin condition, medical condition, medication, or other health concern relevant to participation, for myself and for any minor I sign for. If nothing is disclosed, Momo Mart will assume there is nothing to disclose.

ALLERGIES / HEALTH CONCERNS TO DISCLOSE (WRITE "NONE" IF NONE)

☐ I authorize Momo Mart staff to administer basic first aid (such as bandages, cold packs, and eye washing) to me or the minor named above if needed.

☐ In an emergency, I authorize Momo Mart to contact emergency medical services and, if I cannot be reached, to consent to emergency medical treatment for the minor named above. I understand I am financially responsible for any medical care, transport, or treatment costs, and that Momo Mart does not provide health or accident insurance for participants.

_____ Initials - I have read and understand Section 4

5. SUPERVISION OF MINORS AND CODE OF CONDUCT

- A parent or legal guardian must complete and sign this form for every participant under 18. Signing for a child who is not your child or legal ward is not permitted.
- Children remain the responsibility of their parent or guardian at all times. Unless a specific drop-off program states otherwise in writing, a parent or guardian must stay on the premises while their child participates.
- Participants must follow staff instructions and posted safety rules, use tools and materials only as directed, and treat staff, other guests, and shop property with care.
- Momo Mart may stop an activity, require a participant to leave, or end a party or session - without a refund - if a participant's behavior is unsafe, disruptive, or damaging.
- No running in the shop. Food and drink are permitted only in areas designated by staff.

_____ Initials - I have read and understand Section 5

6. PERSONAL PROPERTY

Momo Mart is not responsible for personal property that is lost, stolen, damaged, or stained during a visit, including clothing, bags, phones, and other electronics. Craft materials can permanently stain fabric; participants should dress accordingly. Finished projects left at Momo Mart for more than 14 days may be discarded unless other arrangements are made with staff in writing.

7. PHOTO AND VIDEO CONSENT

Momo Mart may take photographs and video during visits, parties, classes, and events for use on its website, social media (including Instagram and Facebook), and other marketing. Please choose one option. Your choice does not affect your ability to participate.

☐ **I give permission** for Momo Mart to photograph and record me and/or the minor named on page 1, and to use those images and recordings, without compensation, in its marketing and social media.

☐ **I do not give permission.** Please do not knowingly use identifiable photos or video of me and/or the minor named on page 1. I understand that we may still appear incidentally in wide or group shots of public areas and events.

_____ Initials - My choice above is marked

8. GENERAL TERMS

- **Governing law:** This form is governed by the laws of the State of Ohio. Any dispute arising from it will be brought in a court located in Miami County, Ohio.
- **Severability:** If any part of this form is found unenforceable, the rest of it remains in full effect, and the unenforceable part will be read as narrowly as needed to make it enforceable.
- **Entire agreement:** This form is the entire agreement between me and Momo Mart about the subjects it covers and replaces any earlier oral or written understanding about them.
- **Duration:** This form applies to the visit or event dated on page 1 and to any repeat visits within 12 months of the signature date below, unless I sign a newer version.
- **Copies:** A photocopy, scan, or electronic signature of this form is as valid as the original.

ACKNOWLEDGMENT AND SIGNATURES

BY SIGNING BELOW, I CONFIRM THAT I HAVE READ THIS ENTIRE 4-PAGE FORM, THAT I UNDERSTAND IT, THAT I SIGN IT VOLUNTARILY, AND THAT I UNDERSTAND I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR INJURIES OR DAMAGES ARISING FROM ORDINARY NEGLIGENCE.

A. Adult participant (18 or older), signing for myself

SIGNATURE _____ PRINT NAME _____ DATE SIGNED _____

B. Parent or legal guardian, signing for a minor under 18

I confirm that I am the parent or legal guardian of the minor named on page 1, that I have the legal authority to sign this form for that minor, and that I agree to all of its terms on the minor's behalf and my own.

PARENT / GUARDIAN SIGNATURE _____ PRINT NAME _____ DATE SIGNED _____

RELATIONSHIP TO MINOR _____ MINOR'S FULL LEGAL NAME (PRINT) _____

C. Emergency contact (if different from above)

NAME _____ RELATIONSHIP _____ PHONE NUMBER _____

For staff use only: Received by: _____ Date: _____ Photo consent on file as marked in Section 7: Yes / No Allergies noted: Yes / None