

## WAIVER OF LIABILITY AND ASSUMPTION OF RISK.

In consideration for participating in activities at KidZoodle, LLC, (the "Operator"), the undersigned, on his or her behalf, and on the behalf of the Participant (s) identified below, acknowledges, understands, and agrees to the following:

1. I represent that I am the parent or legal guardian of the Participants(s) named below or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf.

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Participant Name

Date of Birth

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Participant Name

Date of Birth

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Participant Name

Date of Birth

2. I agree that the participant(s) named and I shall comply with the posted safety signs, rules, and verbal instructions as conditions for playing and/or participating in any party and/or program of Operator, and understand that failure to do so may result in expulsion.
3. I acknowledge and understand that here are risks associated with the use of the play area equipment and other portions of the premises of Operator, including, but not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis and even death. While particular rules, supervision and proper use may reduce the risk, the risk still exists. THE UNDERSIGNED ACCEPTS OPERATOR'S PLAY AREA, EQUIPMENT AND PREMISES "AS IS", WITH ALL FAULTS, AND ACKNOWLEDGES AND AGREES THAT OPERATOR MAKES AND WILL MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY, CONDITION, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.
4. I certify that participant(s) is/are physically fit to participate in any and all activities of Operator.
5. I do knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of other participant's: Or Operator. I assume full responsibility for all Participants within my care when entering Operator's premises. Further, I agree to assume all liability for all medical costs, attorney's fees, expenses and damages resulting from injury, disability or death to myself, my responsible parties and Participants, and do hereby RELEASE and FOREVER DISCHARGE KidZoodle, LLC, and its agents, employees, officers, managers, members, owners, other representative, successors and assigns (collectively, "Release") from all such liability.
6. I, for myself and the Participant(s) named, and our respective heirs, agents, representatives, successors and assigns, agree to defend, hold harmless and indemnify Release with respect to any and all claims arising from injuries, disabilities, deaths, losses or damages to person or property occurring on Operator's premises, INCLUDING WITHOUT LIMITATION, THOSE CAUSED BY OR IN ANY WAY CONTRIBUTED TO BY THE NEGLIGENCE OF THE RELEASEE, to the fullest extent of the law.
7. I understand that I, or another responsible adult designated by me, must stay with the Participant(s) at all times and provide adequate supervision. Matching wristbands are provided on entry to match parents with a supervising adult and only the adult with the matching wristband is allowed to take the children out of the facility. In the event that the adult with the wristband needs to leave, the wristband should be transferred to another responsible adult.

I understand that this document is a legal contract and that I have read it thoroughly, fully understand and willingly agree to its terms. I understand that this document will be effective and applicable to all future visits to Operator's premises unless revoked in writing.

Parent/Guardian/Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_