

KID CLUBHOUSE WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the activities offered at Kid Clubhouse (multilevel play structure, inflatable bounce houses, etc.), I hereby agree to release and discharge from liability from negligence Kid Clubhouse, LLC and its owners, directors, officers, employees, agents, volunteers, participants, and all other person or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that there are known and unanticipated risks with playing on a multilevel play structure and bounce house / inflatables which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death paralysis, broken bones, torn ligaments, or bruises as a result of falls; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been cause by the negligence of the Releases. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. Should Releases or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safe in this activity, or else I am willing to assume - and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. I agree that I will abide by all rules and regulations at Kid Clubhouse to ensure my personal safety as well as the personal safety of others around me.
6. In the event that I file a lawsuit, I agree to do so solely in the state where Releases' facility is located, and I further agree that the substantive law of that state shall apply. This Agreement shall be construed in accordance with the laws of the State of Ohio.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

BY SIGNING THIS DOCUMENT, I AGREE THAT IF I AM HURT OR MY PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, THEN I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST THE PARTIES BEING RELEASED ON THE BASIS OF ANY CLAIM FOR NEGLIGENCE.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, WHETHER OR NOT KNOWN OR ANTICIPATED, THAT OCCURS WHILE PARTICIPATING IN THIS ACTIVITY AND THAT IT OBLIGATES ME TO INDEMNIFY RELEASES, ITS OFFICERS, EMPLOYEES AND AGENTS FRO ANY LIABILITY FOR ANY INJURY, DAMAGE OR LOSSES OF ANY KIND CAUSED BY MY NEGLIGENCE, INTENTIONAL ACT OR OMISSION WHILE PARTICIPATING. I HAVE HAD SUFFICIENT TIME TO READ THIS ENTIRE DOCUMENT AND, SHOULD I CHOOSE TO DO SO, CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING. ALSO, I UNDERSTAND THAT THIS ACTIVITY MIGHT NOT BE MADE AVAILABLE TO ME IF I WERE TO CHOOSE NOT TO SIGN THIS RELEASE. I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND I AGREE TO BE BOUND BY ITS TERMS.

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of the minor children named below being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases from any claims alleging negligence which are brought by or on behalf of minor(s) or are in any way connected with such participation by minor(s).

Child #1 Name _____ DOB _____

Child #2 Name _____ DOB _____

Child #3 Name _____ DOB _____

Child #4 Name _____ DOB _____

Child #5 Name _____ DOB _____

Parent or Guardian _____ Relationship _____

Parent / Legal Guardian Signature _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Email: _____