

# Adventure Kinderland Waiver

As consideration for being allowed to enter the play area and/or Participate in any party and/or program at Adventure Kinderland the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

1. I represent that I am the parent or legal guardian of the Participant(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

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Participant Name. Date of Birth

2. I acknowledge and understand that there are known and unknown risks associated with participation in Adventure Kinderland activities and the use of the play area, any and all other Adventure Kinderland equipment, including but not limited to the Open play, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.

3. I, for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume.

4. I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any play station and/or any other open play event at Adventure Kinderland.

5. I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this Adventure Kinderland facility, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of Adventure Kinderland.

6. I additionally agree to indemnify the independent owner of this Adventure Kinderland facility, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of Adventure Kinderland.

7. I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

8. I understand that entry, by myself and the participant(s) named, constitutes consent for Adventure Kinderland to use any film, photo, video, or likeness of participants for any purpose whatsoever, without payment to the participant.

9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

10. Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration in \_\_\_\_\_ before a single arbitrator in accordance with the rules of the American Arbitration Association then in effect.

Parent / Guardian Name (please print):

\_\_\_\_\_

Parent / Guardian Signature:

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

Address:

\_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact number:

( ) \_\_\_\_\_ or ( ) \_\_\_\_\_

E-mail address: \_\_\_\_\_