

## **Active Kidz Release of Liability**

1. I, as a participant or as the parent or guardian of a minor participating in one or more activities at Active Kidz, including the Toddler Center (room with Pirate Ship) Laser Tag, Inflatable Fun Zone, Adventure Maze, Lazer Fenzy, Cannonball and Rock Climbing understand that there is always a risk of injuries including, but not limited to, cuts, bruises, concussions, contusions, sprains and broken bones and other more serious injuries from play in these attractions or even from walking in the facility as it is a recreational facility with safety mats, balls and other play related elements. **I am entering the facility and allowing my child or the child in my care to play on the condition that I understand and assume all risks of injury. Therefore, if there is an accident I waive all rights to sue and will only seek reimbursement for medical expenses related to such injury that my insurance does not cover. I also agree to arbitration regarding the determination of the validity of these medical expenses.**
2. By signing this release I acknowledge that my child's participation is voluntary and I knowingly and freely assume all risks of injury, both known and unknown that may occur from playing in the Toddler Center, Laser Tag, Cannonball, Inflatables, Rock Climbing, Adventure Maze and Lazer Frenzy.
3. I acknowledge that Active Kidz exceeds the supervision requirements required for its attractions including the Toddler Center, Laser Tag, Cannonball, Inflatables, and Rock Climbing and that they can not guarantee that children won't be injured.
4. I accept full responsibility for any damage to the Active Kidz premises, facilities and/or equipment caused by me.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any pre-existing medical or physical condition I may have.
5. Should Active Kidz 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.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in any activity at Active Kidz, I may be found by a court of law to have waived my right to maintain a lawsuit against Active Kidz on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

*I further grant Active Kidz the right to photograph, videotape, and/or record me and/or my child and to use my or my child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and any promotional materials without reservation or limitation.*

**I have read and agree to the terms of the Active Kidz Release on Page 1 Above**

<b>Participant's Name in full Print Clearly</b>	<b>Parent/Guardian Name in full Print Clearly</b>	<b>Participant or Parent or Guardian Signature if Participant is under 18</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		

**I have read and agree to the terms of the Active Kidz Release on Page 1 Above**

<b>Participant Name in full Print Clearly</b>	<b>Parent/Guardian Name in full Print Clearly</b>	<b>Participant or Parent or Guardian Signature if Participant is under 18</b>
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		
31.		
32.		
33.		
34.		
35.		
36.		
37.		
38.		
39.		
40.		
41.		
42.		
43.		
44.		
45.		