

**Kidz World Family Fun Center, LLC Participant Agreement, Waiver of Liability, Assumption of Risk Agreement**

Only a Parent, Legal Guardian or person with 'Power Of Attorney' may complete this waiver for a minor (person under the age of 18)

Parent / Legal Guardian / Participant (if over 18) Full Name: \_\_\_\_\_

Full Address (Street, Suite, City, State, Zip): \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone # \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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- I. In consideration of the risk of injury while participating in any activity (the Activity) and as to the services of Kidz World Family Fun Center LLC, DBA Kidz World Family Fun Center, Kidz World, located at 4441 B Pennell Rd Aston, PA 19014, their agents, partners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on behalf of Kidz World Family Fun Center, LLC and as consideration for the right to participate in the Activity, I hereby agree to release, indemnify and discharge Kidz World Family Fun Center, LLC on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, executors, administrators and hereby waive any and all rights, claims or cause of action of any whatsoever arising out my participation in any activity (the Activity) at Kidz World Family Fun Center, LLC, DBA as Kidz World Family Fun Center, Kidz World, 4441 B Pennell Rd Aston, PA 19014 and forever discharge Kidz World Family Fun Center LLC (Releasee), their affiliates, successors, officers, employees, representatives, managers, assigns and anyone claiming through them (collectively the "Released Parties") in their individual and/or corporate capacities from any and all claims (including but not limited to negligence of Kidz World Family Fun Center, LLC and its employees), liabilities, obligations, promises, agreements, damages, causes of action of any nature and kind, known or unknown, which I may have or claim to have to have against Releasee or any of the Released Parties arising out or relating to any injury (physical, property, psychological), loss or damage to person and property that may be sustained as a result of participation in any activity at Kidz World Family Fun Center (Releasees), located at 4441 B Pennell Rd, Aston, PA 19014. Activities (the Activity) include, but is not limited to: the Ninja Warrior Course (41" and above required to participate), Rock Climbing Wall (with harness, must be at least 40lbs and under 250lbs), Bouldering Wall (must be 13 years of age or older), Toddler Area (ages 4 and under), Ballocity/Soft Playground (all ages, 3 and under must be accompanied by an adult), Laser Tag (must be 6 years of age or older) and Arcades.
- II. I am voluntarily participating in the aforementioned activities (Activity) and I am participating in the activities entirely at my own risk. I am aware of the risks associated with said activities, which may include, but are not limited to physical, property and psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic loss, and Death. I understand that these injuries or outcomes may arise from my participation in said activities at Kidz World Family Fun Center. Nonetheless, I voluntarily assume all related risks, both known and unknown to me, of my participation in these activities (the Activity). I expressly agree and promise to accept and assume all of the risks existing and associated with said activities (the Activity). My participation of these activities at Kidz World Family Fun Center is purely voluntarily and I select to participate in spite of the risks.
- III. I voluntarily agree to indemnify and hold Releasee (Kidz World Family Fun Center, LLC) against any and all claims, actions, lawsuits, damages and judgements, including attorney fees, arising out of or relating to my participation in these activities (the Activity).
- IV. Should Kidz World Family Fun Center, LLC, Kidz World, or anyone acting on their behalf be required to incur attorney fees and costs to enforce said agreement, I agree to indemnify and hold them harmless for all said fees and costs.
- V. This release/waiver for participation in any activity at Kidz World Family Fun Center (Releasee), shall not be constructed as an admission by Releasee that is has acted wrongfully with respect to me or any other person, that is admits liability or responsibility at any time for any purpose, or that I have any rights against the Releasee.
- VI. I certify that I have adequate insurance to cover any and all medical bills/lost wages, etc. to cover any injury that I may suffer while voluntarily assuming the risk of said injury at Kidz World Family Fun Center and I agree to be financially responsible for any costs incurred as a result of said treatment from said injury suffered at Kidz World Family Fun Center.

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- VII. In the event that I file a lawsuit against Kidz World Family Fun Center LLC (includes employees, servants, etc.), I agree that this matter is to be filled in the Commonwealth of Pennsylvania and that the substantive law of the Commonwealth of Pennsylvania should be applied to said action, without regard to any conflict of law rules of said Commonwealth.
  
- VIII. I hereby give the consent to Kidz World Family Fun Center LLC, Kidz World, or anyone acting on their behalf my permission to use the photographs for any legal use, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content. Furthermore, I understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (must be completed for participants under age of 18)**

Participant # 1 – Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant # 2 – Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant # 3 – Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant # 4 – Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant # 5 – Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Minor, as listed above, being permitted by Kidz World Family Fun Center, LLC to participate in its activities (the Activity) and to use its equipment and facilities, I further agree to indemnify and hold harmless Kidz World Family Fun Center LLC and all other persons from any and all claims and causes of action that I, said Minor may have against said Releasee, which may be brought by or on behalf of the Minor and which are in anyway connected with such use or participation by Minor in any and all activities at Kidz World Family Fun Center, 4441-B Pennell Rd, Aston, PA 19014 by Minor. I further certify that I am the parent or legal guardian of the Minor(s) as listed above on this agreement.

**By signing this document, I acknowledge that if any person (myself or my child) is injured or property is damaged during my participation in the activities (the Activity), I may be found to have waived my and my child's legal right to maintain a lawsuit against Kidz World Family Fun Center LLC on the basis of any claim from which I have released them herein. I acknowledge that I have carefully read this "Waiver of Liability and Assumption of Risk" and fully understand that is a release of liability. I expressly agree to release and discharge and all of its affiliates, managers, members, agents, assigns from any and all claims or action against Kidz World Family Fun Center LLC for personal injury or property damage.**

Parent / Legal Guardian / Participant (if over 18) Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_