



**Mainely Fun Children's Gym LLC PARTICIPANT AGREEMENT, INDEMNIFICATION, WAIVER AND LIABILITY RELEASE, AND ASSUMPTION OF RISK**

1. I acknowledge and agree that this Agreement covers and is intended to release Mainely Fun Children's Gym and its respective and collective agents, owners, officers, managers, shareholders, parent, subsidiaries, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively referred to as Mainely Fun Children's Gym)

2. In consideration of being allowed to use and participate in Mainely Fun Children's Gym premises, equipment, services and activities, including, but not limited to zip line, lockers and cafe access, and any other amusement or recreation activities (collectively "ACTIVITIES"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree follows.

3. ASSUMPTION OF RISK: I acknowledge that I and/or my child(ren)/ward(s), for whom I represent that I have full authority as parent or legal guardian to bind the minor participant to this Agreement, am voluntarily participating in the ACTIVITIES, which I agree are dangerous and entail both known and unknown inherent risks, including the risk of injury, permanent disability, or even death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained trampoline monitors; lack of proper equipment or padding, netting, or other safety measures; slipping; falling; landing; or colliding with fixed objects or other people, as well as the negligence and/or omissions committed by me, my child(ren)/ward(s), Mainely Fun Children's Gym, and/or any other person and/or entity. I hereby voluntarily assume all such risks. I further understand and acknowledge that Mainely Fun Children's Gym does not manufacture the trampolines or other equipment in its facilities, but purchases and/or leases the trampolines and equipment and therefore Mainely Fun Children's Gym may not be held liable for defective products. I and/or my child(ren)/ward(s) are physically fit and know of no medical or health reason whereby I and or my child(ren)/ward(s) should not participate in the ACTIVITIES.

4) RELEASE OF LIABILITY. I hereby irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue Mainely Fun Children's Gym from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my or my child(ren)/ward(s) use of Mainely Fun Children's Gym premises, equipment, services and activities, including without limitation any claim for negligence, arising from property damage, personal or bodily injury, emotional injury, illness, or death to the maximum extent allowed by law.

5) LIABILITY FOR PROPERTY: Mainely Fun Children's Gym is not liable to you or your guests, child(ren)/ward(s) for any personal property that is damaged, lost, or stolen while on or about the

Mainely Fun Children's Gym premises including, but not limited to, a vehicle or its content or any property in a locker, whether or not Mainely Fun Children's Gym was negligent.

6) INDEMNIFICATION: I hereby agree to indemnify and hold harmless Mainely Fun Children's Gym from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by Mainely Fun Children's Gym, including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgments Mainely Fun Children's Gym incurs in the event that I, my minor child(ren)/ward(s) or anyone for which I signed this agreement causes any injury, damage and/or harm to Mainely Fun Children's Gym and/or any and all other persons and entities acting in any capacity on behalf of Mainely Fun Children's Gym or to others while at Mainely Fun Children's Gym premises.

7) ATTORNEYS' FEES: I promise to indemnify Mainely Fun Children's Gym for any attorneys' fees and/or costs incurred to enforce this Agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of Mainely Fun Children's Gym pre-judgment and post-judgment interest shall accrue thereon at the legal rate.

8) PHOTO RELEASE: By entering Mainely Fun Children's Gym and participating in the ACTIVITIES, I hereby grant Mainely Fun Children's Gym on behalf of myself, and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with Mainely Fun Children's Gym and to use the photograph and/or recording and the name, likeness, voice and appearance of myself or my child(ren)/ward(s) captured therein for promotional purposes. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

9) TERM OF AGREEMENT: I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit Mainely Fun Children's Gym whether at the current location or any other location or facility.

10) VENUE/MEDIATION: In the event a lawsuit is filed against Mainely Fun Children's Gym, I agree to the sole and exclusive venue of the County of York I further agree that the substantive law of California shall apply without regard to any conflict of law rules. I also agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Prior to any lawsuit I agree to participate in mediation, in person, with Mainely Fun Children's Gym to attempt to resolve the dispute without litigation.

By electronically signing this document, checking the box below and then by clicking "Accept Waiver" or by physically signing this document, I understand that I may be found by a court of law to have forever waived any right I and/or my child(ren)/ward(s) may have to maintain any action against Mainely Fun Children's Gym on the basis of any claim from which I have released Mainely Fun Children's Gym and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. By signing below and/or clicking Accept Waiver, I also agree that all releases, waivers, and promises herein are binding on the minor participant(s) listed below, and I

further agree that I have full authority as Parent/Guardian to bind the minor participant to this agreement.

I agree to actively supervise my child(ren)/ward(s) at all times when at Mainely Fun Children's Gym.

**Initials:**

**\*Client Home Phone:**

**\*Emergency Contact Name:**

**\*Emergency Contact Phone:**

Parent or Legal Guardian Information:

**First**

**Last**

**Birth  
Date:**

**Address  
:**

**City:**

**State:**

**Zip:**

**Email**

**Phon  
e:**

**Relationship to minor:**

Parent/Guardian

Full Name and Birth Date of family members under the age of 18

**#1**

**First  
Name:**

**Last  
Name:**

**Birth  
Date:**

**Put Your Legal Signature Below**