



Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Waiver expires 1 years after the date above

**WAIVER, RELEASE, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

| Child's Name | Birthdate | Child's Name | Birthdate | Child's Name | Birthdate |
|--------------|-----------|--------------|-----------|--------------|-----------|
|              |           |              |           |              |           |

\_\_\_\_\_ I give permission for my child(ren) to be photographed or recorded and for the images to be used for marketing, advertising and promotional purposes.

**Policies**

- All children must be SUPERVISED by a responsible adult AT ALL TIMES; No child may be left unattended at any time for any reason.
- We are a shoeless environment; SOCKS are required for adults and children.
- All children must have a signed WAIVER on file
- No children with fever, runny nose or communicable disease symptoms are allowed at Whiz Kidz Playland

**DEFINITIONS**

Whiz Kidz Interactive, L.L.C. DBA Whiz Kidz Playland and their managers, employees, principals and any other person or company associated with them. Whiz Kidz Playland is a fictitious business name of Whiz Kidz Interactive, L.L.C. and means the premises of the business operating and doing business as Whiz Kidz Playland.

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

I understand and acknowledge that there are risks and dangers inherent in and associated with the activities, equipment, facilities, and games available at Whiz Kidz Interactive, L.L.C. DBA Whiz Kidz Playland. Notwithstanding all such acknowledged risks and damages, whether or not enumerated herein, I voluntarily choose to allow the above-named minor(s) ("child (ren)") to participate in all activities and to make use of all equipment, games, and facilities at Whiz Kidz Interactive, L.L.C. DBA Whiz Kidz Playland solely at risk to the child and myself and without risk to Whiz Kidz Interactive, L.L.C. DBA Whiz Kidz Playland.

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

In further consideration for permission to utilize all equipment, facilities, and games available at Whiz Kidz Playland and with the understanding that Whiz Kidz Interactive, L.L.C gives such permission in reliance upon the representations that I have made herein, I agree as follows:

a. To hold harmless and indemnify Whiz Kidz Interactive, L.L.C from any and all liability for the injuries and damages to any third party resulting from the Child's actions, behavior, participation in any activity or game, or use of any equipment or facility while at Whiz Kidz Playland. This waiver and release of liability and indemnification agreement (collectively referred to as "Acknowledgement, Waiver, and Release" or "Agreement") shall be effective and binding upon myself, and upon the Child, and his/her heirs, next of kin, family, survivors, relatives, guardians, conservators, executors, administrators, trustees, and assigns in the event of the Participant's injury, disability or death. If any provision of this Waiver is deemed unlawful or unenforceable, such provision shall be fully separable, and the remainder of this waiver shall be in full force and effect.

**GOVERNING LAW**

This Waiver, Release, Express Assumption of Risk and Indemnity Agreement is governed and shall be construed in accordance with the Law of the State of Arizona. The parties agree to waive a trial by jury in any action arising out of or in any way connected with this Waiver, Release Express Assumption of Risk and Indemnity Agreement. In any lawsuit brought to enforce this contract or brought due to a breach of this Agreement or under applicable law, the prevailing party may recover its reasonable court costs and attorney's fee. All questions concerning the meaning execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Arizona.

*I have read, understand, and agree to be bound by all the terms, rules, and conditions for participation in activities at Whiz Kidz Playland. I have explained these rules to Child and will ensure Child's strict adherence to them.*

Parent name \_\_\_\_\_ Parent Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ zip code \_\_\_\_\_

\_\_\_\_\_ Yes, I would like to receive coupons, updates and monthly newsletter via my email

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

How did you hear about us? \_\_\_\_\_