



### Waiver, Release, Hold Harmless, and Indemnification Agreement

As Consideration for being allowed to enter the play area and/or Participate in any party and/or program at KidZone, 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:

I understand that participation in KidZone activities involves risk, and that risks of injury include, without limitation, scrapes, bruises, cuts, and even more serious injuries, such as paralysis or death can occur, and I fully accept and agree to assume all of these risks (including risks arising from the negligence of other participants), for myself and my child or ward. With the full understanding of the risks stated above I, for myself and my child or ward, hereby release, hold harmless, and indemnify the owners of the property, KidZone and any LLC members ("Owners") and managers of such entities, and their heirs, successors and assigns, in connection with the participation of myself, my child or my ward in activities at the KidZone facility from and against any and all liabilities, claims, demands, costs, expense, or compensation or whatever nature in connection to any and all loss, damage, or injuries to persons or property caused or sustained by me and my child, or ward.

I agree to reimburse any reasonable attorney's fees and costs that may be incurred by defendant in the defense of any such liability claim, demand, action or cause of action. In the event that I file a cause of action, I agree to do so solely in the state of Connecticut, and further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I approve the use of any photographs taken by KidZone photographers in which the undersigned is part of to be used on the KidZone website or print media. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**YOU ARE THE OPERATOR:** I, for myself and my child or ward, have read the safety rules, agree to operate any attraction at this facility on the behalf of any attraction participants and enforce all safety rules of KidZone and/or the manufacturer, and agree that the failure of myself, my child or my ward to follow these rules may result in injury or death.

I agree and understand that this agreement is binding on me, my child or ward, and the heirs, successors and assigns of myself and my child or ward. By signing below, I certify that I am the legal parent or guardian of the child for whom I am signing or, if I am not the parent or legal guardian of the child, that I have the express permission of the child's legal parent or guardian.

Participant Name (Child) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant Name (Child) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant Name (Child) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant Name (Child) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant Name (Child) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant Name (Child) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Parent / Guardian Name (please print): \_\_\_\_\_

Parent / Guardian Signature<sup>1</sup>: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

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

Home Phone: (     ) \_\_\_\_\_ or Mobile: (     ) \_\_\_\_\_

E-mail address<sup>2</sup>: \_\_\_\_\_