



Waiver Form

As Consideration for being allowed to enter the play area and/or participate in any party and/or program at The Pinball Palace 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:

1. I represent that I am the parent or legal guardian of the Participant(s) named below or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf.
2. I acknowledge and understand that there are known, and unknown risks associated with participation in The Pinball Palace activities and the use of the play area, inflatable equipment, climbing gym and any and all other Pinball Palace equipment, including but not limited to the Inflatable/Bounce Room, Pinball and Arcade Museum and any play or party area, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, bruises, concussion, paralysis, or death.
3. I acknowledge and understand that many of the pinball and arcade games are adult-themed.
4. I, for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume.
5. I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any activity at The Pinball Palace.
6. I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of The Pinball Palace facility, The Pinball Palace, LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees from all injuries, liabilities or damages from participation.
7. I additionally agree to indemnify the independent owner of this The Pinball Palace facility, The Pinball Palace, LLC, their predecessors, parent, subsidiaries and affiliates, officers, employees, and businesses affiliated with The Pinball Palace for any defense cost or expense arising from any and all claims, bodily injuries, property damage, liabilities or other damages arising from participation, except for those arising from the gross negligence or willful misconduct of The Pinball Palace.
8. I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.
9. I understand that entry, by myself and the participant(s) named, constitutes consent for The Pinball Palace to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant.

10. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Participant's Full Name: _____

Date of Birth: _____ Age: _____

Parent/Legal Guardian Full Name: _____

Street Address: _____

City/State/Zip: _____

Emergency Contact Number: _____ Email: _____

I have carefully read this assumption of risk and release, understood its contents, and I voluntarily sign the same as my own free act.

Signature of Parent or Legal Guardian

Date

By checking this box, I further acknowledge and accept the terms and conditions of this waiver, release, hold harmless and indemnification agreement as detailed in 1 through 7 above for any and all future visits during the next twelve (12) month period. Please keep this waiver, release, hold harmless and indemnification agreement on file and active, for the participants and parent/guardian listed above, for a period of twelve (12) months from the date of acceptance.