

Release from Liability, assumption of risk, covenant not to sue, and indemnity agreement (“waiver”)

In consideration of _____ (child’s name) being allowed to enter and/or use the indoor playground (the “premises”) of UrbanPark Playland Inc. (UrbanPark) located at 1&2 - 212 Earl Stewart Drive in Aurora, Ontario the undersigned acknowledges appreciates and agrees to the following to the fullest extent permitted by law:

1. I acknowledge and understand that the Premises is unsupervised by UrbanPark staff at all times and assume all responsibility for supervising and monitoring my child/children while they are in the Premises, including ensuring adherence to the Playground rules attached hereto. If I am the organizer/host of a birthday party and have signed the Birthday Party Contract I am likewise responsible for all attendees.
2. I acknowledge and understand that the playground equipment can be dangerous and can result in serious injury to me/my child/children during use, If I believe use of any of the equipment is unsafe I will instruct my child/children to immediately cease to use such equipment and alert UrbanPark staff. I acknowledge and understand that use of playground equipment may involve risk of serious bodily injury, which may be caused by my own or by my child’s/children’s own actions/inaction or actions/inactions of other participants. I hereby knowingly and voluntarily assume any and all such risks, including presently unknown or unforeseeable risks and voluntarily assume all responsibility for losses resulting from the use of the playground equipment, excluding from the negligence of UrbanPark.
3. I understand that UrbanPark may refuse a child access to the premises for any reason including but not limited to:
 - a. failure by me or the child to follow the playground rules in the sole discretion of UrbanPark;
 - b. my failure to remain on the Premises while the child is in the Premises;
 - c. my failure to adequately supervise the child or ensure that the child is adequately prepared for safe participation in the sole discretion of UrbanPark; and
 - d. the child’s suffering from an illness or ailment of any kind that may impair his or her continued participation or that may be contagious or potentially harmful to other on the Premises.
4. UrbanPark shall have the right in its sole discretion to request compensation for damage to the Premises and/or property within the Premises, excluding damage from normal use, caused by me or my child.
5. I acknowledge that any and all personal property left on the Premises is left at my own risk and that UrbanPark is not liable for lost stolen damaged or forgotten items.
6. I release, waive and forever discharge UrbanPark and the owners, directors, officers, operators, staff and affiliates and designates of UrbanPark (collectively “Representatives”) from any and all liability to me, my child/children and to our respective personal representatives, assigns, heirs, executors, administrators and next of kin for all losses or damages and all related claims, on account of injury (including death), illness or damage to property (including loss or theft of such property, whether or not within the Premises), arising from or relating to use of the Premises , whether caused by negligence of UrbanPark, the Representatives, or otherwise.
7. I covenant and agree not to commence or maintain suit against UrbanPark or their Representatives for injuries sustained (including death) or damages incurred and agree to indemnify, save, and hold harmless UrbanPark and the Representatives from and against any and all loss, liability, injuries sustained (including Death), damage, or cost incurred which may arise or relate in any way to access of the Premises, whether caused by the negligence of UrbanPark, the Representatives, or otherwise.
8. I agree that, in the event that any portion hereof is held invalid or otherwise unenforceable as a matter of law the remaining terms shall, notwithstanding, continue in full legal force and effect.
9. I am over 18 years of age, that i have read this Waiver and that I fully understand its terms and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me.

Signature: _____

Witness Signature: _____

Print Name: _____

Print Witness Name: _____

Date: _____

Rules:

- We strive to be a peanut cautious environment. If you are bringing in outside food please ensure the safety of all our patrons and keep it NUT FREE.
- Socks are a must for children and adults when in the gated area. Socks can be purchased at the front desk.
- Alcohol is strictly prohibited unless your party has purchased a special events license through the LCBO.