

## Bubba Play Indoor Play-zone Waiver and Release of Liability

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Every individual entering the play-zone must sign the following waiver. A parent or legal guardian must sign for all minors.

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Bubba Play, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility. I further represent that I am the parent/legal guardian of the participating child and/or have obtained permission from the parent/legal guardian of the participating child. I further agree I have read & understand the playzone rules.

This waiver and release is intended to and does release Bubba Play from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and an individuals negligence.

I further covenant and agree not to institute any claims or legal action against Bubba Play for any claim released by this Agreement. I further agree that should any claim be made against in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnity (reimburse) for any such claim and expenses including attorney's fees and costs incurred by in defending themselves or security indemnity hereunder.

2. I understand that Bubba Play is not responsible for any lost, stolen, or damaged valuables or property. Further I acknowledge that there are said risks with participation that include but are not limited to bumps, bruises, scratches, breaks, fractures, paralysis, and death. I assume the risk to my health with participation at Bubba Play from both my actions and other participants as well.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

4. I certify that I am physically fit, have sufficiently trained for participation at the play-zone and have not been advised otherwise by a qualified medical person.

5. I understand, and grant Bubba Play the right to photograph, video or film likeness, & monitor via security cameras. These may be used for any legitimate purposes including but not limited to advertising.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Bubba Play, will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

For the following kid(s) \_\_\_\_\_

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