

KIDS WORLD LA
WAIVER AND RELEASE, EXPRESS ASSUMPTION OF THE RISK, AND INDEMNITY
AND HOLD HARMLESS, AND VOLUNTARY CONSENT AGREEMENT (hereinafter "Agreement")

IN CONSIDERATION OF me and the minor child identified below being permitted to enter the premises of Kids World LA (hereinafter "LOCATION") and/or to participate in any and all activities occurring therein, including without limitation, playing and/or spectating (hereinafter "ACTIVITIES"), I enter into this Agreement, on my behalf and that of said child, and our personal legal representatives, assigns, heirs, and next of kin (hereinafter collectively "UNDERSIGNED"). The UNDERSIGNED hereby:

1. **WAIVER AND RELEASE. RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** Children Solution, LLC dba Kids World LA and all other persons or entities, including without limitation, operators, franchisers, organizers, sponsors, and hosts of the ACTIVITIES, officials, rescue personnel, the facility and location owners, lessors, lessees, and those involved or alleged to be involved in the ACTIVITIES (hereinafter "RELEASEES"), from all liability to the UNDERSIGNED for any and all loss or damage, and any claim or demand, on account of injury to the person or property or resulting in death of the UNDERSIGNED, arising out of or related to the UNDERSIGNED's participation in any way in the ACTIVITIES and/or the UNDERSIGNED's presence upon the LOCATION, even if caused by the ordinary NEGLIGENCE of the RELEASEES (hereinafter "LIABILITY"). Said LIABILITY encompasses, but is not limited to, active or passive conduct, premises liability, ordinary NEGLIGENT rescue efforts, ordinary NEGLIGENT enforcement of (or the failure to enact or enforce) rules, regulations and guidelines, LIABILITY concerning ordinary NEGLIGENT selection, use, operation, design and/or maintenance of any equipment, facility, LOCATION, or service related to the ACTIVITIES and LOCATION, including training and/or instruction.

2. **EXPRESS ASSUMPTION OF THE RISK.** Acknowledges that the ACTIVITIES can be very dangerous and involve the risk of serious injury and/or death and/or property damage. This Agreement constitutes an express and contractual assumption of all risks and dangers associated with the ACTIVITIES, which include, without limitation, (1) every type and kind of physical or bodily injury regardless of the cause, including without limitation, physical contact with persons and objects, moving or stationary, and natural or manmade; (2) being struck by objects or equipment; (3) slipping or tripping; (4) falling; (5) encountering imperfect, changing, or varied courses, property, equipment, weather conditions and circumstances; (6) the unavailability or proximity of emergency medical care; (7) the improper acts or conduct of other persons; (8) participating in ACTIVITIES with persons of mixed and varying levels of skill and experience, as well as varying types of equipment; (9) undefined and presently unknown risks and dangers associated with the ACTIVITIES; (10) that risks and dangers may exist from the ordinary NEGLIGENCE of the RELEASEES; and (11) that injuries may be compounded or increased by ordinary NEGLIGENT rescue operations or procedures or otherwise. The UNDERSIGNED agrees to advise and instruct said child prior to their participation about the dangerous nature of the ACTIVITIES and the risks described herein.

3. **INDEMNITY AND HOLD HARMLESS:** Agrees that if any legal claim is made on behalf of the UNDERSIGNED, the UNDERSIGNED shall defend, indemnify, and save and hold harmless the RELEASEES, and each of them, from any loss, liability, damage or cost they may incur (including attorneys' fees and court costs), arising out of or related to the UNDERSIGNED's participation in the ACTIVITIES or related to UNDERSIGNED's presence upon the LOCATION, whether caused by (1) the ordinary NEGLIGENCE of the RELEASEES, or (2) the UNDERSIGNED's improper, tortious, and/or criminal conduct. The UNDERSIGNED also agrees to pay.

4. **NON-PARENT/LEGAL GUARDIAN CONTINGENCIES.** If the UNDERSIGNED adult is neither the parent nor legal guardian of the child on whose behalf this Agreement is signed, then said adult acknowledges and agrees that he/she shall be deemed the parent/legal guardian in all respects, for all purposes, and without limitation, and that this Agreement shall have full legal effect as if signed by the actual parent/legal guardian. Said adult warrants and represents that he/she has obtained permission from the appropriate parent or legal guardian of all minor children on whose behalf this Agreement is executed, although said adult's obligations hereunder are not conditioned on such permission.

I, THE UNDERSIGNED, HAVE READ THIS AGREEMENT FULLY, AND UNDERSTAND ALL OF ITS TERMS INCLUDING THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT. I HEREBY SIGN FREELY, VOLUNTARILY, AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, and I intend my signature to be a complete and continuing release of all liability to the greatest extent allowed by law.

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| Printed Name | | Signature | | Date | |
| City | | Email | | May we email you coupons and promotions? | Yes No |

Participant Information

| | | | |
|------------|--|------------|--|
| Child Name | | Child Name | |
| Child Name | | Child Name | |
| Child Name | | Child Name | |