



**Assumption of Risk - Waiver of Liability - Indemnification Agree READ BEFORE SIGNING
A COMPLETED WAIVER IS REQUIRED TO PARTICIPATE WITH NO EXCEPTIONS**

Kangaroo Jaxs, LLC is a children's indoor inflatable entertainment facility that provides fun and fitness-related recreational activities for children. This **Kangaroo Jax's** establishment is owned and operated as an LLC. Among the fun activities that we provide are indoor inflatables (which include, but are not limited to slides, climbers, tunnels, and bouncing), some video arcade games, fantastic parties in our party rooms, a mechanical ferris wheel and carousel, as well as concessions and souvenirs. In addition, 4 and under may play in their own special area which includes a smaller bounce house, obstacles and age-suitable toys and games. **Kangaroo Jaxs, LLC** provides each youngster with the opportunity to move, be active and develop fitness while having fun in a great environment.

While the many health, fitness and entertainment benefits of these activities are apparent, **Kangaroo Jaxs, LLC** and its staff regard participant safety as a top priority and feel it is important that you understand that there is a risk of injury in all physical activity. **Kangaroo Jaxs, LLC** takes great care to reduce the risks associated with our activities; nevertheless, regardless of the care taken to provide safe activities and to avoid injuries, all risk of injury can never be totally eliminated. A few examples of the **inherent risks** include, but are not limited to: being struck by a ball or toy; being kicked; collisions with other children, adults or stationary objects; falls; participant failure to adhere to posted rules or warnings; carelessness; erratic, or negligent acts by co-participants, attending parents and other adults supervisors; excited partying children (running into others, swinging objects carelessly, playing in a reckless manner); unexpected equipment failure; unknown facility hazards or defects; errors in judgement by **Kangaroo Jaxs, LLC** personnel or volunteers (i.e., misjudging participant ability or fitness level, failure to give adequate warnings or instructions, failure to recognize dangers, and concentration lapses while supervising). In addition: parents, guardians, and other adults accompanying the children, whether or not such adults are participating in or simply observing play, face inherent risks (e.g., slip and falls, collisions with children or other adults) that can result in minor or serious injuries. For the safety of its guests, **Kangaroo Jaxs, LLC** has installed video surveillance cameras throughout the premises, and you and any accompanying children may be filmed for the duration of your visit.

Kangaroo Jaxs, LLC feels that it is important that you understand that injuries can occur. Children can occasionally suffer minor discomfort from headaches, sprains, abrasions, minor cuts, bruises and may be a little sore the next day. In addition, on rare occasions, more serious injuries such as broken bones, joint injuries, concussions, paralysis, heart attack, or even death can also occur.

ASSUMPTION OF INHERENT RISKS: I, the undersigned, assert that I have been reminded and understand that all activities of Kangaroo Jaxs, LLC include inherent risks that cannot be totally eliminated regardless of the care taken by **Kangaroo Jax**. I know, understand, and appreciate the types of injuries inherent in Kangaroo Jax's activities, including the risk, hazards and danger of personal injury, property damage, wrongful death, loss of services, disability, and/or death, and have explained them to the children in my care. I hereby assert that the participation of any children in my care is voluntary and, by the execution of the Agreement, (on behalf of myself and any children in my care), knowingly assume all inherent risks of injury on behalf of myself and any children in my care while on Kangaroo Jax's premises, and I do hereby surrender any waive any rights to sue or exercise any legal right to seek damages against Kangaroo Jax, all corporate partners and owners, directors, board members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, and owners/operators of all venues (hereby referred to as the Protected Parties).

WAIVER OF LIABILITY: In consideration of permission for any children in my care to participate in **Kangaroo Jax's** activities, or for my observation of children in the care of other adults, as applicable, today and on all future dates, I, the undersigned, on behalf of myself, my spouse, heirs, children, executors, administration, personal or legal representatives, successors and assigns (hereafter referred to as the Releasing Parties) do hereby waive, release, covenant not to sue and discharge the **Protected Parties** from any and all claims, demands, actions, damages, liability, cost or expense, of every name and nature, including attorneys' fees, which are related to or arise out of or are in any way connected to the participation or use by me or any children in my care in any activities on the Kangaroo Jax's premises, including, but not limited to, those arising from the ordinary negligence of the Protected Parties (this should not be construed to waive claims of gross negligence, reckless conduct, willful/wanton conduct or intentional acts). I specifically understand that I am releasing, discharging, and waiving any claims or actions that the Releasing Parties may have presently or in the future for the negligent acts or other conduct by the owners, agents, officer or employees of Kangaroo Jax's on my own behalf and on behalf of the other Releasing Parties, including any children in my care.

This agreement applies to 1) personal injury (including wrongful death, loss of services, disability and/or death) to my children, to myself, or to my spouse from incidents or illnesses arising directly or indirectly from my children's participants in Kangaroo Jax's activities, including, but not limited to: parties, special events, and recreational play; while as a participant, observer or spectator; and individual use of all facilities, and to 2) any and all claims resulting from the damage to, loss of, or theft of property. This agreement applies to all facilities, equipment, and all other venues or premises including the associated sidewalks, restrooms, party rooms, and parking lots owned and/or operated by **Kangaroo Jaxs, LLC**.

INDEMNIFICATION: I, the undersigned, also agree to hold harmless, defend, and indemnify Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, and related expenses) from any and all claims of Releasing Parties or others acting on my behalf of any children in my care, arising from participation in **Kangaroo Jax's** activities (including, but not limited to, those arising from the inherent risks of the activity or the ordinary negligence of Protected Parties).

I, the undersigned, further agree to hold harmless, defend, and indemnify **Kangaroo Jax's** against any and all claims of co-participants, rescuers, and others arising from the conduct of me or any children in my care in **Kangaroo Jax's** activities, and consent, on my behalf and on that of any children in my care, to being filmed by video surveillance for the duration of our visit to **Kangaroo Jaxs, LLC**, and for **Kangaroo Jax** to retain copies of any such surveillance of its records.

CLARIFYING CLAUSES: I, the undersigned, hereby confirm and agree as follows:

- 1) The foregoing *Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue* is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. Prior to signing this Agreement, I have been provided with an opportunity to ask any and all questions that I had about the play center, parties and programs at **Kangaroo Jaxs, LLC**.
- 2) **This agreement supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire agreement between me and Kangaroo Jax and that it cannot be modified or changed in any way by representation or statements by any agent or employee of **Kangaroo Jaxs, LLC**.
- 3) If legal action is brought against Kangaroo Jax, either the appropriate state court serving the State of South Carolina has the sole and exclusive jurisdiction and that only the substantive laws of the State of Missouri shall apply.
- 4) Prior to pursuing legal action, I will engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of participation in Kangaroo Jaxs, shall be submitted to binding arbitration. All arbitrations will be conducted in the State of South Carolina, or at another location mutually approved by such parties.

Acknowledgements to Promote Participant Safety: These affirmations aid Kangaroo Jax's in providing for the health and safety of this participant.

Health Status: The undersigned affirms that children in his or her care:

- Processes no health problems or physical disabilities that would make participation unwise or risk injury.
- Understand that Kangaroo Jaxs advises all participants to seek medical clearance prior to participation.
- Possesses sufficient skills, experience in the activity, coordination, and fitness to safely participate.

Medical Care: The undersigned:



- Authorizes the Kangaroo Jax's staff deem it is needed.
- Authorizes the use of CPR if Kangaroo Jax's staff deem it is needed.
- Authorizes the use of an Automated External Defibrillator (when available) should Kangaroo Jax's staff deem it is needed.
- Agrees to assume all cost of emergency care and transportation.

use of first aid by Kangaroo Jax if

Rules and Safety: The undersigned agree:

- To explain Kangaroo Jax's rules to any children in his and her care and instruct the children to follow them.
- To report all injuries (even minor injuries) so that Kangaroo Jax's may make a record of the injury.
- That Kangaroo Jax had the authority to halt any participation of it endangers others.
- That Kangaroo Jax required that a parent or legal guardian take an active role in supervising the children in their care during play.
- To monitor and supervise any children in my care during play.

ACKNOWLEDGE OF UNDERSTANDING: I HAVE READ AND UNDERSTAND THIS AGREEMENT. FURTHER, I ASSERT THAT I HAVE EXPLAINED THE RISKS OF THE ACTIVITIES TO THE CHILDREN IN MY CARE AND THAT THEY UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHTS AND THE RIGHTS OF ANY CHILDREN IN MY CARE TO SUE FOR DAMAGES IN THE EVENT OF DEATH OR INJURY TO THE CHILDREN OR TO ME. I ACKNOWLEDGE THAT I AM VOLUNTARILY SIGNING THIS AGREEMENT, AND INTEND MY SIGNATURE TO BE A COMPLETE RELEASE OF ALL LIABILITY, INCLUDING THAT DUE TO INHERENT RISKS OR ORDINARY NEGLIGENCE BY THE PROTECTED PARTIES, TO THE GREATEST EXTENT ALLOWED BY THE LAWS OF THE STATES SIGNIFIED ABOVE.

THIS AGREEMENT IS SUBJECT TO A BINDING AGREEMENT CLAUSE WHICH MAY BE ENFORCED BY THE PARTIES

I CERTIFY THAT I AM (i) 18 YEARS OF AGE OR OLDER (ii) I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILDREN LISTED BELOW AND HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH CHILDREN (iii) I HAVE CAREFULLY READ THE FOREGOING PARAGRAPHS AND (iv) AND BY MY SIGNATURE AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

NAME OF PARENT/GUARDIAN REQUIRED (PRINT)

SIGNATURE OF PARENT/GUARDIAN

HOME ADDRESS OF SIGNING LEGAL ADULT

PHONE NUMBER OF SIGNING LEGAL ADULT

DATE SIGNED

**NAME & AGE OF CHILDREN UNDER THE AGE OF 18 IN YOUR CARE - REQUIRED
PRINT NAME CLEARLY WITH BIRTH DATE (11/11/1111)**

1) _____
2) _____
3) _____
4) _____
5) _____
6) _____
7) _____
8) _____
9) _____
10) _____

11) _____
12) _____
13) _____
14) _____
15) _____
16) _____
17) _____
18) _____
19) _____
20) _____

ANY ADDITIONAL GUESTS 18 OR OLDER MUST PRINT & SIGN

1) _____
2) _____
3) _____
4) _____
5) _____

6) _____
7) _____
8) _____
9) _____
10) _____

EMAIL ADDRESS PLEASE: _____