



## Activity Waiver

**First Name** \_\_\_\_\_ **Last Name** \_\_\_\_\_

**Street:** \_\_\_\_\_ **City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Adult Date of Birth** \_\_\_\_\_

One adult per waiver, please add minors below:

**First:** \_\_\_\_\_ **Last:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**First:** \_\_\_\_\_ **Last:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**First:** \_\_\_\_\_ **Last:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**First:** \_\_\_\_\_ **Last:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**First:** \_\_\_\_\_ **Last:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**First:** \_\_\_\_\_ **Last:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

In consideration for gaining access to 14000 US-177, Shawnee OK 74804 and participating in any party, play, activity, and/or program at Play Space LLC d/b/a Play Space, the undersigned, on their own behalf, and on the behalf of the participant(s) identified on this form, hereby acknowledge, appreciate, and agree to the following conditions:

1. I attest that I am the parent or legal guardian of the participant(s) undersigned (participants listed above), or that I have obtained permission from the parent or legal guardian of the participant(s) undersigned to execute this agreement on their behalf and agree to attend to and monitor the activities of all participant(s) undersigned such that all activities are age-appropriate and ability-appropriate.

2. I agree that the participant(s) undersigned and I shall willingly comply with all stated and customary terms, posted safety signs, rules, and safety instructions and directions given by Play Space and its staff and personnel as conditions for use of play equipment and participation in any party, event, activity, and/or program.

3. I, for myself and the participant(s) undersigned, acknowledge and understand that all equipment at Play Space including slides, stairs, climbing structures, obstacles, soft play structures, games, and other toys can be hazardous and dangerous. Activities require various degrees of skill and experience. I understand that these activities can result in serious injury, death, illness, and loss of any kind. I understand that such risk cannot be eliminated without jeopardizing the essential qualities of the activity. I promise to accept and assume all of the risk and responsibilities for loss of any kind, injury, death, and illness to myself and the participant(s) undersigned on the Play Space premises, including those that may arise out of negligence of other participants. I also hereby agree to indemnify, hold harmless and defend Play Space, their employees and agents from any and all claims resulting from injuries, including death, damages and loss sustained by anyone, which arise out of or are in any way associated with my conduct or the conduct of those individuals participating under my supervision and/or the activities of the facility. I

acknowledge that myself and the participant(s) undersigned may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurers. I represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expenses.

4. I am aware that there are age and weight limits of certain activities and areas for the safety of different age groups of children at Play Space.

5. In consideration of Play Space allowing my participation and the participation of the undersigned, I, for myself and the participant(s) undersigned and/or legal ward, heirs, administrators, personal representatives, or assigns hereby voluntarily release, waive, and forever discharge and covenant not to sue Play Space LLC d/b/a Play Space and its owners, agents, employees, officers, and all other persons or entities acting on its behalf.

6. I understand the effect of this waiver and acceptance of risk on my legal rights. By signing this release of liability agreement and participating at Play Space, it is my intention to assume all risk of injury for myself and the participant(s) undersigned. I hereby fully and forever release and discharge indemnify and hold harmless Play Space LLC, d/b/a Play Space, its owners, employees, agents, the property owner and/or all other persons or entities acting on its behalf from any and all liabilities, claims, demands, damages, rights of action, suits or causes of action present or future, whether they be known or unknown, anticipated or unanticipated, resulting from or arising in any way out of my use or intended use of said premises, facilities or equipment to the fullest extent permitted by law. I fully and forever release and discharge the released parties and their employees and agents from any and all negligent acts and omissions in the same, and intend to be legally bound by this release to the fullest extent permitted by law.

7. I will review and observe the operational rules and understand that it is my responsibility to ask questions about the operational rules and regulations if necessary. I understand that it is my responsibility to ensure that myself and the participant(s) undersigned understand the rules. Although Play Space staff observe and monitor children/adults playing, it is my responsibility to supervise my children and my own activities. Play Space is not an insurer or guarantor of children's safety and does not assume the parental responsibility to supervise and direct children's activities. I will bring any observation of the rules being broken to the attention of a Play Space staff member. I certify that myself and the participant(s) undersigned are in good health and that myself and the participant(s) undersigned have no physical limitations, which would preclude safe participation at Play Space.

8. I agree to follow the rules as explained: All guests are required to wear socks at all times when on the padded flooring or inside the play structure. Wearing socks is necessary to maintain health and safety standards. I understand that shoes are NOT allowed on the padded flooring or inside the play structure. I understand that failure to adhere to these rules may result in being denied entry of myself and the participant(s) undersigned.

9. Photos and use of recording devices may be used on premises and images and videos of children may be used for marketing and security purposes. I authorize Play Space to use my or my child(ren)'s name, face, likeness, voice and appearances in connection with exhibitions, publicity, online or print advertising, and promotional materials.

10. I understand and agree that NO REFUND will be given to myself and the participant(s) undersigned if we have stayed 20 minutes or more regardless of the situation.

11. I acknowledge that the involvement of myself and the participant(s) undersigned in activities at Play Space is voluntary and no one is forcing me to participate in spite of the risks. I hereby certify that I am over 18 years of age. I have carefully read the foregoing covenant not to sue, assumption of risk, and acknowledge that I understand and agree to all of the above terms and conditions. Prior to signing this agreement, I have had an opportunity to ask any and all questions. I am aware that by signing this agreement, I assume all risks and waive and release all substantial rights that I may have possessed. I understand that this waiver is subject to change.

12. As Play Space is a child/parent environment, the designated supervising adult(s) are responsible for the child(ren) in their care. While our staff will work hard to ensure everyone has fun, safe, and appropriate play, if a child is unable to follow the facility rules, the following steps will be taken to ensure other guests are able to enjoy their playtime:

- 1st Warning: The rule will be reviewed with the child again to ensure complete understanding of Play Space safety rules.
- 2nd Warning: The parent will be notified of the child's behavior and a last warning given.
- 3rd Warning: The child will be asked to discontinue play for at least 10 minutes (including the possibility of leaving Play Space with no possibility of a refund).

**Bullying and unsafe play will not be tolerated.**

13. If the participant is a minor, the undersigned parent or guardian hereby gives permission for Play Space to authorize emergency medical treatment as may be deemed necessary for the minor(s) named below while participating in Play Space activities. The undersigned hereby releases, discharges, covenants not to sue, and agrees to indemnify and save and hold harmless Play Space from all liability, claims, demands, losses or damages on the minors account caused or alleged to have been caused in whole or in part by the negligent medical treatment, failure to provide medical treatment, or negligent rescue operations, and further agrees to indemnify and hold harmless Play Space from any litigation expenses, attorney fees, loss liability, damages, or costs incurred by Play Space as a result of any such claim.

I HAVE READ THE ABOVE MEDICAL PERMISSION AUTHORIZATION AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE PLAY SPACE FROM ALL LIABILITY ARISING AS THE RESULT OF THIS MEDICAL AUTHORIZATION.

PLEASE REVIEW ALL PLAY SPACE SAFETY RULES WITH YOUR CHILDREN AND ENSURE THAT THEY ARE NOT CHEWING ON ANYTHING AT ALL TIMES WHILE ON THE SOFT FLOOR TO AVOID CHOKING OR VOMITING. IF A STAFF MEMBER FEELS A CHILD IS TOO UNHEALTHY TO CONTINUE PLAY, PLAY SPACE STAFF MAY STOP THEIR PLAY AND OFFER A FREE ADMISSION TO RETURN ANOTHER DAY.

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND PLAY SPACE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Any controversy, dispute, or claim arising out of or related to this agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration; said arbitration to take place exclusively before a single arbitrator located within 25 miles of the event location and in accordance with the rules of the American Arbitration Association then in effect.

I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Oklahoma, and that this Waiver and Release shall be governed and interpreted with the laws of the State of Oklahoma. If any provision or provisions of the Waiver and Release shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

I have read this document before signing, and I fully understand the content, meaning and impact of this consent, waiver, indemnity and release.

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

On behalf of the above-listed minor participants