



**EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY,
WAIVER OF CLAIMS, AND INDEMNITY AND HOLD HARMLESS AGREEMENT**

In consideration of being allowed: (i) to participate in activities, events, parties or programs at the retail store known as Kids Gotta Play, and/or (ii) to play on the playground equipment at the retail store known as Kids Gotta Play (all of which are collectively called the "Activities"), the undersigned, on his or her own behalf, on behalf of all participants listed below (collectively called the "Participants), and on behalf of all family members, heirs, personal representatives, insurers, medical providers, lien holders, and assigns of the Participants, does hereby affirm and acknowledge that he or she is fully aware of the inherent risks and hazards associated with the Activities. The undersigned fully understands that these risks and hazards can lead to severe injury and even loss of life. Despite the risks and hazards described above, the undersigned and/or the Participants wish to participate in the Activities, and they accept and expressly assume all risks and hazards related to the Activities. The undersigned agrees to fully comply with all posted rules and verbal instructions at the retail store known as Kids Gotta Play and to insure that the Participants comply with these rules and instructions. The undersigned agrees to assume full responsibility for the Participants while they are at the retail store known as Kids Gotta Play.

The undersigned, on his or her own behalf, on behalf of the Participants, and on behalf of all family members, heirs, personal representatives, insurers, medical providers, lien holders, and assigns of the Participants, hereby agrees as follows:

1. To waive and release all claims that the Participants may have against Kids Gotta Play, Inc. and its officers, directors, agents, employees, shareholders, representatives, subsidiaries, affiliated entities, insurers, successors, and assigns (collectively called the "Releases"), including but not limited to any and all known or unknown claims, suits or causes of action of any kind which the undersigned or the Participants ever had, now have or in the future may have, relating to any matter, contract, promise, event, act, occurrence, failure, representation or omission, whether contractual, intentional, negligent, innocent or otherwise, which occurred or failed to occur at any time. This release constitutes a complete general release covering any and all possible claims and causes of action arising out of any matter or event which occurred or failed to occur at any time.

2. To indemnify and hold Releases harmless from any loss, liability, damage, claim, costs or expenses, including actual attorney fees, resulting from any claims described in section 1 above.

The undersigned is not relying on any statements made by Releases other than as set forth in this document. This document shall be governed by Michigan law. If any provision of this document is found to be unenforceable, that provision shall be severed from this document; however, the remainder of the document shall be construed as though the unenforceable provision had never been contained in this document.

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT, I AM AWARE THAT IT INCLUDES AN ASSUMPTION OF RISK, A RELEASE OF LIABILITY, A WAIVER OF CLAIMS, AND AN INDEMNITY AND HOLD HARMLESS AGREEMENT, AND I AGREE TO BE BOUND BY IT.

NO FOOD OR CHILDREN'S DRINKS allowed during Playtime. This will ensure your children a clean environment.

NO FLIPS AND ONLY ONE JUMPER AT A TIME ARE PERMITTED ON THE TRAMPOLINES

Parent Name _____ Date _____

Address _____ City _____ Zip _____

Phone _____ Email _____

Name & Ages of Children Participating: _____

Would you like information on our Play Systems, Hoops or Trampolines? Yes or No

Is this your First Visit? Yes or No If yes, how did you hear about us? _____

Signature Please _____

Return Visit Date (Please add additional Children following the date):

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Now Get Out There and Play!