



### Release and Waiver

Acknowledging participation in the activities at an Under the Sea Indoor Playground (the Company) facility, the undersigned, on his or her own behalf, and on behalf of any executors, heirs, successors and assigns, hereby acknowledges and agrees as follows:

1. The undersigned knowingly and fully assumes all risks, known and unknown, associated with participation in activities at an Under the Sea Indoor Playground facility, and waives all claims for damage to personal property or injury to person arising from such participation. This release and waiver covers risks of death, serious injury, and property loss whether arising from (a) negligence or carelessness on the part of the persons or entities being released and other participants, or (b) dangerous or defective equipment.
2. The undersigned certifies that he or she is physically fit and may participate in the activities available at an Under the Sea Indoor Playground facility, and has not been advised to the contrary by a qualified medical professional;
3. The undersigned on his or her behalf and on behalf of any executors, heirs, successors and assigns, hereby releases, discharges, and holds harmless any authorized entity doing business as Under the Sea Indoor Playground, including its officers, agents, employees, representatives, and all affiliates, from any and all claims, damages, or liability arising from death, disability, personal injury, property damage, or theft, or any kind of action;
4. The undersigned agrees to abide with the rules and conditions of participation posted at or explained by an employee at an Under the Sea Indoor Playground facility. If the undersigned experiences any significant hazard or injury during such participation, the undersigned will promptly inform an employee of the Company facility which they are currently attending; and
5. The undersigned acknowledges that this release and waiver of liability form will be used and relied upon by the Company, and that it will govern the undersigned's actions and rights.

Participant

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Participant

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Participant

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Participant

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**\*\*\*\*\* READ BEFORE SIGNING \*\*\*\*\***

**Parent/Guardian Acknowledgment**

The undersigned parent and/or guardian does hereby represent that he/she is, in truth, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above of all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act, and releases said parties on behalf of the minor and the parents or legal guardian.

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date

( ) \_\_\_\_\_  
Emergency Contact Phone Number