



## **RELEASE / WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

(COVENANT NOT TO SUE)

A COMPLETED WAIVER IS REQUIRED TO PARTICIPATE...NO EXCEPTIONS

### THE UNDERSIGNED

1. Warrants and acknowledges inflatables, softplay structures, laser tag play, playground equipment, ponies, farm animals, mechanical equipment, uneven ground, unpredictable weather occurrences, and insects can be hazardous and dangerous. These activities require strenuous exercise and various degrees of skill and expertise. I understand that these activities can result in serious injury to the person or child. I assume any and all risk and damage or injury while on the Carolina Fun Factory, Inc. premises.

2. Is aware of the risk, hazards and danger of personal injury, disability and/or death as a result of participation at Carolina Fun Factory, Inc., including those that may arise out of the negligence of other participants. Also, if I discover any hazard during our participation, I will bring it to the attention of the nearest Carolina Fun Factory, Inc. employee immediately.

3. Understands 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 I/my children understand the rules. Although there are staff to monitor children/adults playing, it is my responsibility to monitor my children and my own activities. I will bring any observation of the rules being broken to the attention of a Carolina Fun Factory, Inc. staff member.

4. Warrants and acknowledges that my child's physical condition is excellent and his / her mental state is sufficiently stable to enable him / her to participate safely. This includes not being on any medications that would pose a risk to him or her under physically, exerting conditions.

5. Acknowledges pictures or video of my child may be taken during their play session. By signing this waiver I am releasing these images for such use.

6. Acknowledges by the execution of this agreement, it is my intention to assume all risk of injury and do hereby surrender and waive any rights to sue or exercise any legal right to seek damages against CAROLINA FUN FACTORY, INC., and its owners, agents, employees, officers, directors and/or all other persons or entities acting on its behalf.

7. Acknowledge that my or my child's participation in activities at Carolina Fun Factory, Inc. is strictly voluntary. I hereby certify that I'm over 18 years of age, I have carefully read the foregoing covenant not to sue 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 and possess.

IN CONSIDERATION of being permitted to participate, the undersigned, on behalf of himself / herself, his / her successors, hereby releases and forever discharges CAROLINA FUN FACTORY, INC., land owners, land lease holders or managers, equipment distributors, and their successors, assigns, employees, officers, agents and franchisees, dealers or operators both jointly and severally, from any and all actions, covenants, claims and demands for damages, costs, expenses (including attorney's fees), loss or injury, however arising, including negligence of CAROLINA FUN FACTORY, INC. which may have been or may be sustained by participation or use of the facility

**THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING CAROLINA FUN FACTORY, INC. AND CAROLINA FUN FACTORY, INC. EMPLOYEES FROM LIABILITY FOR INJURY TO YOU, IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT. THIS HOLD HARMLESS AGREEMENT COVERS ALL ACTIVITIES OR EVENTS I PARTICIPATE IN HEREAFTER.**

I hereby agree to the above release. I have read each and every item of this Waiver. I understand that by making this agreement, I surrender valuable rights. I understand what each item means, will participate in spite of the herein mention risks and I agree to abide by the terms of this Waiver.

In witness whereof, the undersigned has executed this release on:

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

Parent/Guardian Name: \_\_\_\_\_ printed

Parent/Guardian Name: \_\_\_\_\_ signed

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

Phone: \_\_\_\_\_ cell

Email: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Birthday: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Birthday: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Birthday: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Birthday: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/ her release of CAROLINA FUN FACTORY, INC. and all other Releasees but also to release and indemnify the Releasees from any and all liabilities incident to his / her involvement in these programs for myself, my heirs, assigns, and next of kin.