



## **PARTICIPATION AGREEMENT**

**(Legal Guardian or Individual over the age of 18)**

### **PLAY AT OWN RISK**

THIS **PARTICIPATION AGREEMENT** ("**Agreement**") is made and is effective as of the last date executed (hereinafter the "Effective Date") by and between **RIKI TIKI'S INDOOR PLAYGROUND LLC.** (hereinafter "**RIKI TIKI'S INDOOR PLAYGROUND**") and the adult or guardian identified (hereinafter "**Adult**"), who is executing this Participation Agreement personally, and on behalf of themselves and any minor children specified below (the Adult and any minor children on whose behalf Adult signs this Agreement are collectively referred to hereinafter as the "**Participants**"). **RIKI TIKI'S INDOOR PLAYGROUND** and Participants are collectively referred to hereinafter as the "**Parties**."

WHEREAS, **RIKI TIKI'S INDOOR PLAYGROUND** owns and/or operates a recreational indoor playground located at 20783 Bear Valley Road Suite A, Apple Valley, CA 92308 (hereinafter the "**Indoor Playground**"); and

WHEREAS, **RIKI TIKI'S INDOOR PLAYGROUND** makes the Indoor Playground available to customers solely for recreational use and enjoyment, not as a service to the general public; and

WHEREAS, Participants desire to participate in **ALL** the recreational activities available at the Indoor Playground; and

WHEREAS, Participants know, understand, and acknowledge that participation in **ANY** of the recreational activities available at the Indoor Playground is purely voluntary, not essential or necessary, and intended solely for recreational enjoyment; and

WHEREAS, Participants know, understand, and acknowledge that the use of Indoor Playground equipment, obstacle courses, and use or participation in any of the equipment, services, activities, or presence at Indoor Playground (collectively "**Use of Facility**"), constitutes an **inherently risky recreational activity that is likely to result in serious injury (such as paralysis and death), damage to property, and injury to third parties;** and

WHEREAS, **RIKI TIKI'S INDOOR PLAYGROUND** will not make the Indoor Playground available to Participants unless Participants are willing to take **personal responsibility** for any and all known and unknown injuries to Participants, damage to property, and injuries to third parties that may result from Participants' voluntary participation in **ALL** the recreational activities available at the Indoor Playground and any of the other causes identified hereinafter.

In consideration of being permitted to use the facilities, services, and the mutual covenants, conditions, representations, and agreements contained herein, as well as the cost of admission provided by Riki Tiki's Indoor Playground, located at 20783 Bear Valley Rd Suite A, Apple Valley, CA 92308, I, the undersigned, and/or on behalf of the participant(s) identified below, hereby agree to the following terms and conditions:

For the purposes hereof, **RIKI TIKI'S INDOOR PLAYGROUND** refers to all entities that operate under **RIKI TIKI'S INDOOR PLAYGROUND** and their respective parent, subsidiaries, affiliates, related



companies and its owners, Board Members, officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers.

## AGREEMENT

1. Assumption of Risk: Releasing Parties know, understand and acknowledge that the RIKI TIKI'S INDOOR PLAYGROUND facility entail the risk of severe bodily injury to the Participant. The activities involved at Riki Tiki's Indoor Playground can be dangerous and hazardous and constitutes an inherently risky recreational activity that may result in serious injury (such as paralysis and death), injury to third parties, and damage to property. I understand that these activities can result in serious injury, disability and/or death to the participant(s) and/or me. Injuries that could result will vary, but may include but are not limited to slips, falls, collisions, and (a) minor injuries such as scratches, bruises and sprains; (b) major injuries such as eye injury or loss of sight, joint or back injuries and concussions; and (c) catastrophic injuries, including paralysis and even death. Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, for myself and the Participant and our respective heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury arising out of or related to the Activities conducted in RIKI TIKI'S INDOOR PLAYGROUND facility. I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary at my cost. The activities at RIKI TIKI'S INDOOR PLAYGROUND, require certain degrees of skill, ability, physical condition and participant must be in good health. I (parties) assume any and all risks, damages or injuries, both known and unknown I/we may incur while on RIKI TIKI'S INDOOR PLAYGROUND premises in relation to Participants' past, present or future Use of Facility. Releasing Parties **know, understand** and **acknowledge** that they may contract certain illnesses, viruses, or diseases by being present at or participating at the Indoor Playground, including surrounding areas. Releasing Parties hereby **assume the risk** both known and unknown of contraction of such **illnesses, viruses, or diseases**, that arise out of or relate in any way to Participants' past, present or future Use of Facility.

2. Responsibility of Parents/Guardians: I understand that it is my responsibility as a parent or legal guardian to supervise and ensure the safety of the child(ren) under my care while using the Indoor Playground. I agree to actively supervise and hold sole responsibility for the actions and safety of the child(ren) during their visit. **RIKI TIKI'S INDOOR PLAYGROUND** is not an insurer or guarantor of my children's safety, **RIKI TIKI'S INDOOR PLAYGROUND** does not assume the parental responsibility to supervise and direct your children's activities. I am fully aware that any child left in the facility without any parent/guardian will be immediately turned over to the authorities. I hereby certify that I am over 18 years of age and voluntarily agree to all terms, conditions and responsibilities set forth in the above terms and conditions. I am aware that by signing this agreement, I am agreeing to comply with all rules set forth by **RIKI TIKI'S INDOOR PLAYGROUND**. I hereby certify that I am the parent or legal guardian of the Participant whose name appears below, and I have authority to waive rights on behalf of the minor Participant. I have read and I understand all of the provisions of this document and the risks of the Activities. I understand that the Activities could cause injury and even death. I acknowledge that I have read and understand the terms of this document and I am freely and voluntarily signing this document.

3. Release of Liability: To participate in the Use of Facility, all Participants, on behalf of themselves, and their parents, spouses, children/wards, heirs, assigns, representatives,



estates, successors, attorneys, insurers, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the "**Releasing Parties**"), forever, finally, fully, permanently and unconditionally waive, release, acquit, waive, and discharge **RIKI TIKI'S INDOOR PLAYGROUND**, and its present and former employees, owners, members, principals, directors, subsidiaries, affiliates, representatives, predecessors, successors, shareholders, partners, parents, officers, agents, assigns, servants, attorneys, insurers, suppliers, manufacturers, clients, customers, participants, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the "**Released Parties**"), to the fullest extent permitted by law, from any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' Use of Facility at the Indoor Playground, and any claims for costs, expenses and attorneys' and expert fees associated therewith.

4. Indemnification: To the extent allowed by law, the Releasing Parties hereby indemnify and covenant to hold harmless and defend Released Parties from any and all charges, passive and active negligence, claims, debts, illnesses, viruses, diseases, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' Use of Facility, or based on or arising out of any breach of this Agreement, its covenants, representations, or warranties by the Releasing Parties, and any claims for costs, expenses and attorneys'/expert fees associated therewith.

5. Medical Attention: In the event of an accident or injury at the Indoor Playground, I authorize Riki Tiki's Indoor Playground to seek necessary first-aid, medication, medical treatment, medical attention, or surgery and treatment deemed necessary for myself or my child(ren) and agree to be responsible for any associated medical expenses.

6. Agreement of Voluntary Participation: The provisions of this Participation Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. Participants understand that Participants have the chance to consult with an attorney about this Agreement and are otherwise signing it voluntarily. I acknowledge that my use of the Indoor Playground facilities and services is voluntary, and I assume all risks associated with such participation. Participants know, understand, and acknowledge that participation in ANY of the recreational activities available at the indoor playground is purely voluntary, not essential or necessary, and intended solely for recreational enjoyment.

7. Pictures and Video: I agree that pictures, videos, and security footage of myself or my supervised child(ren) are from time to time taken at **RIKI TIKI'S INDOOR PLAYGROUND** by employees or other patrons could be used for promotional purposes including website visibility. I consent to the reproduction, use, and distribution of pictures, videos and sound for the purpose of advertising to be used in electronic, print, advertisements, promotional and Internet media. In the event Participants choose to provide such data, **RIKI TIKI'S INDOOR PLAYGROUND** may collect and store data that includes sensitive and personally identifiable information. This includes, for example, names, contact information (such as an address, e-mail, or phone number), and dates of birth. **RIKI TIKI'S INDOOR PLAYGROUND**



may use this data to help towards development of new services or to improve existing services, to provide advertising and other information to Participants (including e-mails about special offers, new services, or other information that may be of interest to Participants), or for any lawful business purpose, or to allow **RIKI TIKI'S INDOOR PLAYGROUND's** business partners to do the same. **RIKI TIKI'S INDOOR PLAYGROUND** also reserves the right to access, use, and share Participants' personally identifying information with others for purposes of health, safety and other matters in the public interest. **RIKI TIKI'S INDOOR PLAYGROUND** may also provide access to its database or stored data in order to cooperate with investigations or legal proceedings initiated by governmental and/or law enforcement officials, as well as private parties, including, for example, in response to subpoenas, search warrants, court orders, or other legal process.

8. Rules: Participants understand that in order to be present at or participate in Use of Facility at the indoor playground or any portion thereof, Participants must complete all of the following: (1) sign this Agreement; (2) read and abide by the rules and regulations prescribed by the Indoor Playground. Additionally, Participants agree that Participants will ensure any guest the Participant brings to the Indoor Playground signs **RIKI TIKI'S INDOOR PLAYGROUND's** standard release form and completes the other steps required for Use of Facility at the Indoor Playground or any portion thereof. Participants understand that Participants are responsible for any guests Participants bring to the indoor playground, and therefore agree to indemnify the Released Parties for any liability arising out of Participants' guest's visit to or Use of Facility at the indoor playground or any portion thereof. All Participants **MUST READ, UNDERSTAND and FOLLOW** all indoor playground rules as amended from time to time. By signing this Agreement you are representing and warranting that you have **READ, UNDERSTAND and WILL FOLLOW ALL RULES** as amended from time to time.

9. Subsequent Visits: This Agreement shall apply to ALL of Participants' future visits to **RIKI TIKI'S INDOOR PLAYGROUND**.

You can terminate or make changes to your waiver by submitting a written request to **RIKI TIKI'S INDOOR PLAYGROUND** by email at [info@rikitikisindoorplayground.com](mailto:info@rikitikisindoorplayground.com). Your acknowledgement in terminating your waiver will prohibit you and any minor(s) named on this waiver to access any events and activities at any **RIKI TIKI'S INDOOR PLAYGROUND** facilities and locations , effective immediately.

By the execution of this agreement, it is my intention to assume all risk of illness or injury (minor, serious or catastrophic in nature, including claims and suits at law or in equity for any injury, fatal or otherwise) or damage (to person or property) and do hereby surrender and waive any rights to sue or exercise any legal right to seek damages against **RIKI TIKI'S INDOOR PLAYGROUND**, its owners, agents, employees, officers and/or all other persons or entities acting on its behalf and agrees to indemnify **RIKI TIKI'S INDOOR PLAYGROUND** and its owners, employees or agents and hold it harmless from and against all claims asserted against it by any entity based upon my children's participation in any parties or programs at **RIKI TIKI'S INDOOR PLAYGROUND**. You hereby acknowledge that you have read this waiver completely, carefully and agree to all the content of this waiver entirely without recourse. This Participation Agreement constitutes the entire and only agreement and understanding between the Parties with respect to the subject matter hereof and may not be altered, enlarged, or abridged except by an agreement in writing executed by all of the Parties hereto.



By signing below, I indicate that I have read, understood, and voluntarily agree to this Waiver of Liability. I acknowledge that this waiver is binding upon me, my child(ren), participants and our respective heirs, executors, administrators, and assigns. By signing, you are agreeing to the terms of this agreement and your written name will be considered a signature for purposes of enforcing this agreement.

**Child(ren)'s Name(s):**

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**Parent/Guardian Name(s):**

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**Phone number(s):**

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**Email:**

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Would you like to be added to our newsletter to be notified of special promotions, discounts, and events? We will send the newsletter to the email above.

Yes       No

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**Parent/Guardian Signature**

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**Date**