WAIVER OF INHERENT RISK LIABILITY – MINOR CHILD

A SIGNED WAIVER IS REQUIRED TO PARTICIPATE AT MONKEY JOE'S

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO FL. STAT. § 744.301

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF AIRTIME ONE LLC/ AIRTIME THREE LLC, d.b.a. MONKEY JOE'S USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM AIRTIME ONE LLC/ AIRTIME THREE LLC, D.B.A. MONKEY JOE'S IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND AIRTIME ONE LLC/ AIRTIME THREE LLC, D.B.A. MONKEY JOE'S HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration for allowing the minor child(ren) identified below to enter into the play center and/or participate in any parties, programs, or activities at Monkey Joe's, the undersigned natural guardian of the minor child(ren) identified below, on behalf of the minor child(ren) identified below, acknowledges, appreciates, understands, and agrees that:

_____ **I HAVE READ THE FOREGOING "NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO FL. STAT. § 744.301".**

_____ **I AM AWARE THERE ARE INHERENT RISKS**. I acknowledge that participation in inflatables, bounce houses, and other games and activities offered at Monkey Joe's facilities is inherently risky, hazardous, and dangerous. I understand that these activities can result in serious injury or damage to the minor child(ren) identified below. Participation in these activities by the minor child(ren) identified below could result in physical or emotional injury, paralysis, death, property damage, or other damage to the minor child(ren) identified below as a result of these inherent risks. I understand that certain risks are inherent and cannot be eliminated without jeopardizing the essential qualities of the activity, bounce houses, or inflatables.

_____ **DEFINITION OF "INHERENT RISKS".** As used in this Waiver, the term "inherent risk" means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonably prudent manner, as set forth in Fl. Stat § 744.301. The term includes, but is not limited to, the failure by the activity provider to warn the natural guardian or minor child of an inherent risk and the risk that the minor child or another participant in the activity may act in a negligent or intentional manner and contribute to the injury or death of the minor child. A participant does not include the activity provider or its owners, affiliates, employees, or agents.

_____ **WAIVER OF INHERENT RISK LIABILITY.** I therefore hereby waive and release, in advance, any claim or cause of action against AIRTIME ONE LLC/ AIRTIME THREE LLC, d.b.a. MONKEY JOE'S, or its owners, affiliates, employees, or agents, which would accrue to the minor child(ren) identified below for personal injury, including death, and property damage resulting from an inherent risk in the programs or activities at Monkey Joe's.

_____ **I AGREE TO REPORT HAZARDS.** If I discover any hazards at Monkey Joe's, or otherwise have reasonable cause to believe a hazard exists at Monkey Joe's, I agree to immediately report said hazard to the nearest Monkey Joe's employee.

_____ **I HAVE READ AND UNDERSTAND THE RULES.** I hereby certify that I have read a copy of the operational rules and understand that it is my responsibility to ask questions about the operational rules and regulations if necessary. I understand it is my responsibility to ensure that the minor child(ren) identified below understands the rules and abides by the rules. If I have reasonable cause to believe that any rules have been broken by any individual at any time, I agree to immediately bring same to the attention of the nearest Monkey Joe's employee.

_____ **CERTIFICATION OF INSURANCE.** I hereby certify that I have previously acquired or procured sufficient insurance coverage on behalf of the minor child(ren) identified below to cover, or I otherwise agree to individually bear and pay on behalf of the minor child(ren) identified below, any and all costs incurred as a result of personal injury, including death, and property damage, resulting from an inherent risk in the programs or activities at Monkey Joe's.

_____ **CERTIFICATION OF GOOD HEALTH AND VOLUNTARY PARTICIPATION.** I hereby certify that the minor child(ren) identified below is in good health, and that the minor child(ren) identified below has no health conditions or physical limitations which would interfere with safe participation at Monkey Joe's. I further certify that participation by the minor child(ren) identified below at Monkey Joe's is strictly voluntary.

_____ **CERTIFICATION OF AUTHORITY.** I hereby certify that I am over the age of 18 and I am a parent and/or natural guardian of the minor child(ren) identified below. I further certify that I am authorized to execute this waiver of inherent risk on behalf of the minor child(ren) identified below pursuant to FL. Stat §744.031.

_____ **CERTIFICATION OF REVIEW AND COMPREHENSION.** I certify that I have carefully read every word of this document, and that I understand and agree to all of the terms, conditions, waivers, and certifications made herein. Prior to executing this document, I have had an opportunity to ask any and all questions I may have. I understand that I have the right to review this document with an Attorney of my choosing prior to signing, if I wish.

_____ **CERTIFICATION OF ENTIRETY.** I certify that no contradictory oral representations, statements, or inducements have been made or relied on by me, and that this document reflects the entirety of the representations made to me and relied on by me in determining execution of this document.

_____ **I HAVE READ THIS DOCUMENT AND THE FOREGOING NOTICE, HAVE AFFIXED MY INITIALS ABOVE, AND I AGREE TO ALL TERMS AND CONDITIONS LISTED.**

PRINTED NAME NATURAL GUARDIAN	SIGNATURE NATURAL GUARDIAN	DATE	CONTACT TELEPHONE

ADDRESS	CITY	STATE	ZIP	CONTACT EMAIL ADDRESS

	PRINTED NAME MINOR CHILD	MINOR AGE	MINOR DOB
1.			
2.			
3.			
4.			
5.			
6.			

MONKEY JOE'S