



Assumption of Risk – Waiver of Liability – Indemnification Agreement (READ BEFORE SIGNING)

Monkey Joe's is a national children's indoor inflatable entertainment facility that provides fun and fitness-related recreational activities for children. This **Monkey Joe's** establishment is owned and operated as a part of **Monkey Biz, LLC**. Among the fun activities that we provide are indoor inflatables (which include, but are not limited to, slides, climbers, tunnels, and bouncing), some video arcade games, fantastic parties in our party rooms, as well as concessions and souvenirs. In addition, your 3-year-olds and younger may play in their own special area – Mini Monkey Zone which includes smaller, softer obstacles and age-suitable toys and games. **Monkey Joe's** provides each youngster with the opportunity to move, be active, develop fitness, and combat obesity while having fun in a great environment.

While the many health, fitness, and entertainment benefits of these activities are apparent, **Monkey Joe's** and its staff regard participant safety as a top priority and feel it is important that the **PARENT/GUARDIAN** understand that there is some risk of injury in all physical activity. **Monkey Joe's** takes great care to reduce the risks associated with our activities; nevertheless, regardless of the care taken to provide safe activities and to avoid injuries, all risk of injury can never be totally eliminated. A few examples of the **inherent risks** include being struck by a ball or toy; being kicked; collisions with other children, adults, or stationary objects; falls; participant failure to adhere to posted rules or warnings; careless, erratic, or negligent acts by co-participants or attending parents; excited partying children (running into others, swinging objects carelessly, playing in a reckless manner); unexpected equipment failure; unknown facility hazards or defects; errors in judgment by **Monkey Joe's** personnel or volunteers (i.e., misjudging participant ability or fitness level, failure to give adequate warnings or instructions, failure to recognize dangers, and concentration lapses while supervising. In addition, parents, guardians, or other adults accompanying the child/children face inherent risks (e.g., slip and falls, collisions with children or other adults) that can result in minor or serious injuries.

Monkey Joe's feels that it is important that the **PARENT/GUARDIAN** understand that three types of injuries can occur. While **Monkey Joe's** has had an excellent safety record over the years, children do occasionally suffer minor discomfort from headaches, sprains, abrasions, minor cuts, bruises, and may be a little sore the next day. More serious injuries such as broken bones, joint injuries, and concussions are rare, but could happen. Really serious incidents such as paralysis, heart attack, or death have never occurred at any **Monkey Joe's** franchise, but could conceivably occur.

Assumption of Inherent Risks: I, the **PARENT/GUARDIAN** assert that I have been reminded and understand that all activities of **Monkey Joe's** include **inherent risks that cannot be totally eliminated** regardless of the care taken by **Monkey Joe's**. I **know, understand, and appreciate** the types of injuries inherent in **Monkey Joe's** activities and have explained them to my child/children. I hereby assert that the participation of my child/children is voluntary and that **I, (on behalf of myself and my child/children), knowingly assume all inherent risks of the activity.**

Waiver of Liability for Ordinary Negligence of Monkey Joe's: In consideration of permission for my child/children to participate in **Monkey Joe's** activities, today and on all future dates, **I, the PARENT/GUARDIAN**, on behalf of myself, my spouse, heirs, children, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the **Releasing Parties**) **do hereby waive, release, covenant not to sue and discharge Monkey Joe's** [including **Monkey Joe's Franchising LLC, Monkey Biz, LLC**, all corporate partners and owners, directors, board members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, and owners/operators of all venues (hereafter referred to as the **Protected Parties**)] **from liability from any and all claims, demands, and actions of every name and nature including those arising from the ordinary negligence of the Protected Parties** (this should not be construed to waive claims of gross negligence, reckless conduct, willful/wanton conduct, or intentional acts).

This agreement applies to 1) personal injury (including death) to my child/children, to myself, or to my spouse from incidents or illnesses arising directly or indirectly from my child/children's participation in **Monkey Joe's** activities, including, but not limited to: parties, special events, and recreational play; *while as a participant, observer or spectator*; and individual use of all facilities. This agreement applies to all facilities, equipment, and all other venues or premises including the associated sidewalks, restrooms, party rooms, and parking lots and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I, the **PARENT/GUARDIAN**, also agree to hold harmless, defend, and indemnify **Protected Parties** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of **Releasing Parties** or others acting on behalf of the participant or **PARENT/GUARDIAN**, arising from participation in **Monkey Joe's** activities, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of **Protected Parties**).

I, the **PARENT/GUARDIAN** further agree to hold harmless, defend, and indemnify **Monkey Joe's** against any and all claims of co-participants, rescuers, and others arising from the conduct of me or my child/children in **Monkey Joe's** activities.

Clarifying Clauses: I, the **PARENT/GUARDIAN** confirm:

1) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and inclusive as is permitted by the laws of the State of **Massachusetts** and that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force and effect.

