

## 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 Kids Palace 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 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, contracting Covid-19) 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 Covid-19, 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 <u>Releasing Parties</u>) do hereby waive, release, covenant not to sue and discharge Monkey Joe's [including Monkey Joe's Franchising LLC, <u>Kids Palace</u> 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 <u>Protected Parties</u>)] from liability from any and all claims, demands, and actions of every name and nature including those arising from the <u>ordinary negligence</u> of the <u>Protected Parties</u> (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 Covid-19 and 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.

<u>Indemnification:</u> 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 <u>Missouri</u> and that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force and effect.

- 2) This agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and Monkey Joe's and that it cannot be modified or changed in any way by representations or statements by any agent or employee of Monkey Joe's.
- 3) If legal action is brought against the franchisee parties, either the appropriate state court serving <u>St Louis, Missouri</u>, or the <u>United States District Court for the <u>State of Missouri</u> has the <u>sole and exclusive jurisdiction</u> and that only the substantive laws of the <u>State of Missouri</u> shall apply.</u>

If legal action is brought against Monkey Joe's Franchising LLC, either the appropriate state court serving Fulton County, Georgia, or the United States District Court for the Northern District of Georgia has the sole and exclusive jurisdiction and that only the substantive laws of the State of Georgia shall apply.

4) Prior to pursuing legal action, I will engage in good faith efforts to **mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of participation in **Monkey Joe's** shall be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect.

Acknowledgements to Promote Participant Safety: These affirmations aid Monkey Joe's in providing for the health and safety of the participant.

Health Status. The PARENT/GUARDIAN affirms that his or her child/children:

- Possesses no health problems or physical disabilities that would make participation unwise or risk injury.
- Understands that Monkey Joe's advises all participants to seek medical clearance prior to participation.
- Possesses sufficient skills, experience in the activity, coordination, and fitness to safely participate.

## *Medical Care.* The **PARENT/GUARDIAN**:

- Authorizes the use of first aid by **Monkey Joe's** if **Monkey Joe's** staff deems it is needed.
- Authorizes the use of CPR if **Monkey Joe's** staff deems it is needed.
- Authorizes the use an an AED (when available) should **Monkey Joe's** staff deem it is needed.
- Authorizes **Monkey Joe's** to secure emergency medical care and transport if deemed necessary.
- Agrees to assume all cost of emergency care and transportation.

## Rules and Safety. The PARENT/GUARDIAN agrees

- To explain Monkey Joe's rules to the child/children and instruct the child to follow them.
- To report all injuries (even minor injuries) so that **Monkey Joe's** may take necessary actions.
- That Monkey Joe's has authority to halt my child's participation if it endangers the child or others.
- That Monkey Joe's requires that the parent/guardian take an active role in supervising their children during play.
- To monitor and supervise my child/children during play.

Acknowledgment of Understanding: I, the PARENT/GUARDIAN have read and understand this Agreement. Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my child/children and they understands this Agreement. I understand that I am giving up substantial rights, including my rights and the rights of my children to sue for damages in the event of death or injury to my child or to me. I acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks or ordinary negligence by the *Protected Parties*, to the greatest extent allowed by the laws of the states signified above.

neglige	nce by the <i>Pro</i>	otected Pai	<i>rties</i> , to t	he gi	reate	est e	xten	t all	owe	d by	/ the	la	lWS	of	the	sta	tes s	sigi	nifie	ed a	abov	æ.					
<b>Date</b> /_		Wristba	and Numb	oer																							
AGE CHILDREN N			NAMES		A	GE			CHILD									REN NAMES									
																											_
this agr	that I am the peement: /Guardian N	•	egal guar	dian	of tl	he cl	hildr	en l	isted	bel	ow a	ınd	l by	my	y sig	gnat	ture	ag	ree	to l	be b	oun	d by	the	terr	ns (	of
Address:				p_					City										St			Zip					
Contac	ct Phone Nur	nber:					Si	igna	atur	·e:														_			
Email:																											