

Clean.Safe.Fun! 

PARTY JUNGLE

PARTY JUNGLE RELEASE & WAIVER OF LIABILITY

12046 N 32nd St.

Phoenix, AZ 85028

In consideration for being permitted into Party Jungle and the related activities conducted by and at Party Jungle:

ASSUMPTION OF RISK: I agree that I and/or my child/ward am voluntarily participating in the activities offered by R & J Amusements, LLC. dba / Party Jungle (heretofore referred to as Party Jungle), including, but not limited to, the use of the equipment, facilities and the premises. I am assuming on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which my child/ward or I may incur. I understand that the Party Jungle facility has rides, lazer tag and an indoor play structure that have inherent risks. I have explained these risks to my child/ward. In spite of the risks mentioned above, I freely want to participate, and as such, I assume all of the responsibility for injury or death that may result.

RELEASE OF LIABILITY: I understand that myself and/or child/ward will be engaging in recreational and sporting activities within the meaning of A.R.S. 331551 while using the Party Jungle facility, and it is my voluntary and informed decision to release any future lawsuits or claims that we may have against the Releasees. Therefore, I agree on behalf of myself and my child/ward and our personal representative, successors, heirs and assigns to hold Party Jungle and its affiliates, instructors, officers, directors, agents, employees, designers, licensors and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the facility of Party Jungle

(collectively, the Releasees) harmless from any and all claims or causes of action arising out of my child/ward's and my participation at the Party Jungle facility.

I expressly release and forever discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death to me or my child/ward while participating in any of the activities offered at the Party Jungle facility. This includes, without limitation, use of all rides, indoor play structure, lazer tag, receiving instruction, strenuous bodily movement, and any other activities in and around the Party Jungle facility. This release is valid and effective whether the damage, loss or death is the result of any act or omission on the part of any Releasees or from any other cause. This waiver and release of liability includes, without limitation, injuries or accidents which may occur as a result of the: (a) use or misuse of the facility in any way by anyone, (b) use of any equipment that malfunctions or breaks, (c)improper maintenance of the facility, grounds or any equipment, (d) instruction or supervision, (e) slipping, tripping and/or falling while in the facility or on the surrounding premises. This release of liability also expressly includes a release for any and all claims arising out of or under the A.R.S. Title 12 331551 LIABILITIES AND DUTIES ON PROPERTY USED FOR EDUCATION AND RECREATION.I further grant Party Jungle the right to

photograph, videotape, and/or record me and/or my child/ward and to use my or my child/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation.

I will inspect the portions of the facility that I intend to use prior to my using and will immediately report any defect to management. I am in good physical condition for the activity in which I will be participating and certify that I do not have any medical condition that may preclude me from safely participating.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST PARTY JUNGLE. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY FEES AND DEFENSE COSTS INCURRED BY PARTY JUNGLE IN CONNECTION WITH OR DEFENSE OF THAT CLAIM.

This release and parental/guardian waiver is made in accordance with A.R.S. 331551. I Have read the above, considered its effects, and agree, on behalf of myself and my child/ward, to the terms as stated above. This agreement specifically contains an indemnity agreement whereby I agree to reimburse the Releasees against any damages (including attorneys fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/ward, or any other party, related in any way to me or my child/ward's use of the Party Jungle facility. I Further understand that no person has permission to use the Party Jungle facility without an effective and validly signed Release and Waiver of Liability.

Each child must be accompanied by an adult at all times. Supervision of children is the sole responsibility of their parent/guardian. Children may not be dropped off at any time.

The indoor playground is a shoe free environment. Wearing socks is mandatory for adults and children.

I understand that I am voluntarily giving up my and my child/ward's right to bring a lawsuit or claim against the abovementioned Releasees. I further understand and accept the above risks related to these activities.

Child's Name (Print): _____

Parent/Guardian's Name (Print): _____

Parent/Guardian's Signature: _____

Date: _____