

Monkey King Play House requires a signed waiver from or for all participants.



## LIABILITY WAIVER AGREEMENT

This Liability Waiver Agreement (“Agreement”) is between Monkey King Play House LLC (“MKPH”) and the individual participant(s) listed below (collectively, “Participant”). This Agreement is a waiver, release and assumption of risk by Participant of any and all claims, demands, causes or rights of action, present or future, known or unknown, anticipated or unanticipated, for direct, indirect or vicarious liability of all kinds (including without limitation negligence) directly or indirectly relating to or arising out of all activities at the Monkey King Play House (“Activities”). **Participant hereby fully and forever releases and discharges MKPH and its affiliates** (including members, employees, representatives, agents, venue and landlord) **from any and all liability** (including without limitation negligence) **relating in any way to the Activities. Participant hereby assumes all risks relating to the Activities, which may include injuries and losses of all kinds.** This Agreement applies to all kinds of injuries and damages including without limitation physical or bodily injuries, permanent or disabling injuries, illness, death, mental or emotional injuries, economic and noneconomic losses, damages, losses to possessions, whether accidental, deliberate, intentional or willful, whether or not caused by the negligence of MKPH, its affiliates or otherwise. Participant agrees that MKPH makes no express or implied representation regarding the safety of the Activities. To the extent that applicable law limits the scope or extent of the liability waiver or release of this Agreement, the aggregate limit of the liability of MKPH and its affiliates will be not more than \$100. Participant represents that he/she has had a competent determination made that he/she is of good health and is medically competent to participate in the Activities. Participant agrees to comply with all rules concerning the Activities, whether posted, written, or otherwise provided. This Agreement is binding upon Participant and all others who may assert a claim, demand or right by or through Participant. MKPH and its affiliates do not represent, and disclaim any representation, that it endorses or controls or in any way assures that the Activities will be safe or are not dangerous in all situations, and any contrary representation will not be effective unless provided in writing by a MKPH member. Participant agrees to indemnify, hold harmless and defend MKPH and its affiliates against any claim, demand or assertion by any third party relating to any negligence or willful misconduct by Participant. Participant agrees not to sue or bring any legal or equitable action against MKPH or its affiliates for or on account of any losses, claims, cost, expenses or attorney fees arising out of any matter covered by the foregoing releases and indemnities. This Agreement is provided in exchange for consideration, the adequacy of which is acknowledged by Participant. This Agreement and the rights hereunder may be assigned by MKPH and extends to MKPH’s successors.

Participant understands, acknowledges and agrees to the following regarding the Activities:

- While rules, equipment design, and supervision reduce risk; Activities at the Monkey King Playhouse (“Playhouse”) may result in physical and/or emotional injuries;
- Participant shall immediately notify MKPH personnel if Participant becomes aware of any hazard at the Playhouse.
- Participants must observe the following play structure limits: Participant must: weigh less than 300 pounds; be 6’10” or shorter in the lower level; and 3’10” or shorter in the upper level.
- MKPH has Participant’s permission to reasonably use photos, videos and/or images of Participant taken during the Activities for advertising, promotional and/or security activities without further notice or obligation to Participant.

I am age 18 or older or the parent or legal guardian of the minor(s) listed below.

Child’s name: \_\_\_\_\_ Adult/parent/guardian name: \_\_\_\_\_

Child’s birthdate: \_\_\_\_\_ Adult/parent/guardian signature: \_\_\_\_\_

Child’s name: \_\_\_\_\_ Email: \_\_\_\_\_

Child’s birthdate: \_\_\_\_\_ Phone #: \_\_\_\_\_

Emergency phone #: \_\_\_\_\_