

## ASSUMPTION OF RISK AND WAIVER OF LIABILITY

I, \_\_\_\_\_, am the parent or legal guardian of \_\_\_\_\_, (child(ren) or affiliate(s)), and, as such, I have the capacity to enter into this Assumption of Risk and Waiver of Liability (“Agreement”) on behalf of myself and my child(ren).

I am fully aware of the potential of physical risks associated with playing at Indoor Venture SC, LLC d/b/a OutSlide In (“OutSlide In”). I recognize that I am not obligated to sign this Agreement and I am voluntarily doing so of my own free accord without coercion on the part of OutSlide In or anyone else. I recognize that I have the option of not signing this Agreement but if I do not do so my affiliate(s) and I cannot participate in activities at OutSlide In. I wish for myself and my affiliate(s) to participate in activities at OutSlide In and I agree as follows:

**1. Code of Conduct.** I have been given the opportunity to read OutSlide In’s rules and I understand that I am responsible for my affiliate(s)’s behavior. My affiliate(s) and I agree to play at OutSlide In according to the posted rules or instructions given by staff members. I ACCEPT RESPONSIBILITY FOR DAMAGES TO OUTSLIDE IN’S PROPERTY THAT MYSELF OR MY AFFILIATE(S) CAUSE from improper conduct or purposeful destruction. I understand that by failing to follow the posted rules and other instructions, OutSlide In has the right to request we leave the premises.

**2. Assumption of Risk.** The risk of injury from playing at a playground is significant, including the potential for bodily injury and possible permanent disability or death, and while particular rules, instructions, safety precautions and personal discipline will minimize the risks, the risk of injury does exist. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE of OutSlide In, its owners, employees, officers, officials, or agents, and assume full responsibility for my participation and my affiliate(s)’s participation.

**3. Waiver.** I, on behalf of myself, my affiliate(s), and our respective heirs, devisees, assigns and any other such person or entity claiming by or through either of us, HEREBY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS OutSlide In, its owners, officers, officials, agents, and/or employees (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property connected to our participation in activities at OutSlide In, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. By signing below, I certify that I am at least 18 years old and I am the parent or legal guardian of the child(ren) for whom I am signing. If I am not the legal parent or legal guardian of the child(ren), I certify that I have the express permission of the child(ren)’s parent or legal guardian to sign this Agreement on their behalf.**

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Parent/Legal Guardian Name (Printed)

\_\_\_\_\_  
Date