

# The Wiggle Room, LLC

## Participant Agreement, Acknowledgement of Risk, and Release of Liability and Waiver Form

In consideration of being allowed to enter the play area and/or participate in any party and/or program at The Wiggle Room, L.L.C., currently located at 602 Robert Blvd. in Slidell, LA, the undersigned, on his or her behalf, and on the behalf of the participant(s) identified below, acknowledges, appreciates, and agrees to the following conditions:

\_\_\_\_\_ I represent that I am the parent or legal guardian of the participant(s) named below, or I have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on their behalf.

\_\_\_\_\_ I agree that the participant(s) named below and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any party and/or program or use of the play area and equipment at The Wiggle Room, L.L.C. I understand that it is my responsibility to supervise the participant(s) listed below when they are participating in activities at The Wiggle Room, L.L.C., not the responsibility of The Wiggle Room, L.L.C. I further represent that myself and the participant(s) named below are healthy and physically able to participate in any and all undertaken activities. In addition, if I observe any hazard during our participation, I will bring it to the attention of the nearest employee or official of The Wiggle Room, L.L.C., immediately. I also take responsibility for all personal belongings which I bring into The Wiggle Room, L.L.C.'s, facilities and understand that The Wiggle Room, L.L.C., is not responsible for the damage and/or theft of said belongings. I understand that violation of rules could result in expulsion from The Wiggle Room, L.L.C., with no monetary reimbursement. If I am not present for a function, I give the function host permission to act as a supervisor for my child. I approve the use of any photographs or video taken by The Wiggle Room, L.L.C., in which the participant(s) and/or myself are part of to be used on The Wiggle Room, L.L.C.'s, website or print media.

\_\_\_\_\_ I am aware, despite all reasonable precautions taken by The Wiggle Room, L.L.C., to provide a safe environment, that there are inherent risks, hazards, and dangers associated with participation in The Wiggle Room, L.L.C.'s, programs, parties, and/or use of the play area and equipment which may result in injury ranging from minor to catastrophic, including permanent disability and death. I, on behalf of myself and the participant(s) named

below, knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of other participants or employees of The Wiggle Room, L.L.C., and/or dangerous or defective equipment.

\_\_\_\_\_ In the event that medical attention is needed for myself, or any of the participant(s) listed below, I grant permission for basic first-aid and assistance to be administered by staff of The Wiggle Room, L.L.C. In the event that advanced first-aid is required, The Wiggle Room, L.L.C., will call 911 and I authorize for medical care to be administered as required by a trained medical professional. I agree to release The Wiggle Room, L.L.C., from all claims, damages, injuries, and expenses arising out of such assistance, including any claims arising from contact needed to administer assistance.

\_\_\_\_\_ I agree that this acknowledgement of risk, release of liability, and participant agreement is a permanent waiver to be kept on file by The Wiggle Room, L.L.C., for today's visit and all future visits. I understand it will be disclosed to a third party only as required by law.

\_\_\_\_\_ I, for myself and the participant(s) named below, and our respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release, defend, indemnify, hold harmless, and covenant not to sue The Wiggle Room, L.L.C., and its owners, affiliates, officers, members, agents, employees, other participants, sponsoring agencies, advertisers, and the lessors of the premises (each considered one of the "Releasees" herein) from and against any and all claims, injuries, liabilities, damages, losses, or expenses, including attorneys fees, arising out of or in any way related to our voluntary attendance/participation in any and all of The Wiggle Room, L.L.C., programs, activities, parties, and use of the play area and/or equipment, whether caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise including negligent rescue operations, and further agree that neither I nor anyone on my behalf or the behalf of any of the participant(s) named below can make a claim against any of the Releasees from any loss, liability, damage, or cost, which may occur as the result of such claim. If any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

**Prior to signing this agreement, I have had an opportunity to ask any and all questions. I hereby certify I am over 18 years of age and have carefully read the above participant agreement, assumption of risk, medical release, and waiver of liability and indemnity agreement, and fully understand its terms. I also agree to be bound by it for myself and all minor participant(s) listed below; and as the parent/legal guardian or releasing agent (with the expressed consent of the named participant(s) parent/legal guardian), I understand that I am giving up substantial rights by agreeing to these terms, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature and agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law, and will remain in effect for all future visits until cancelled by either party. I hereby give my consent for myself and the participant(s) listed below:**

ADULT SIGNATURE	DATE / /	ADDITIONAL ADULT SIGNATURE	DATE / /
ADULT NAME (PLEASE PRINT)		ADDITIONAL ADULT NAME (PLEASE PRINT)	
ADDRESS		CITY	STATE ZIP
HOME PHONE ( ) -		EMAIL ADDRESS	
EMERGENCY CONTACT NAME		EMERGENCY CONTACT PHONE ( ) -	
PARTICIPANT NAME	DATE OF BIRTH / /	PARTICIPANT NAME	DATE OF BIRTH / /
PARTICIPANT NAME	DATE OF BIRTH / /	PARTICIPANT NAME	DATE OF BIRTH / /
PARTICIPANT NAME	DATE OF BIRTH / /	PARTICIPANT NAME	DATE OF BIRTH / /