Liability Waiver

In consideration of being allowed to enter into the play area and/or participate in any party/program or any other event at LOL Kids Club the family fun center, the undersigned, on his or her own behalf and/or on behalf of the participant(s) identified below, acknowledges, appreciates and agrees to the following:

- 1. I understand any activities involved at LOL Kids Club can be dangerous and hazardous. The activities at LOL Kids Club the family fun center, require certain degrees of skill, ability, physical condition and participant must be in good health. I understand that these activities can result in serious injury, disability and/or death to the participant(s) and/or me. I assume any and all risks, damages or injuries I/we may incur while on LOL Kids Club the family fun center premises. In addition, if I/we observe any hazard/danger during our participation, I/we will bring it to the attention of the nearest LOL Kids Club employee and/or management immediately.
- 2. I, for myself and the participants named below, and our respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and forever discharge LOL Kids Club, and their officers, members, agents, employees, directors, trustees, affiliates, other participants and all other persons and entities acting on their behalf, from any and all claims, actions, damages, injuries, liabilities, costs or expenses, including attorney fees. Emergency response bills which are related to or arise out of myself or the participant(s) named below participation or use of the facility; and that I/we forever waive the right to sue or exercise any legal actions against LOL Kids Club.
- 3. I have reviewed the operational rules and understand that it is my responsibility to ask questions about the operational rules and regulations if necessary. I understand that it is my responsibility to ensure that I/my children understand the rules. Although there are referees to observe children/adults playing, it is my responsibility to supervise my children and my own activities. LOL Kids Club is not an insurer or guarantor of your children's safety and by admitting your children, LOL Kids Club does not assume the parental responsibility to supervise and direct your children's activities. I will bring any observation of the rules being broken to the attention of a LOL Kids Club staff member. I certify that I and/or my child(ren) are in good health and that I and/or my child(ren) have no physical limitations, which would preclude safe participation at LOL Kids Club.
- 4. I understand that as a parent/guardian, I may not leave the facility at any time without another adult taking full responsibility for supervising my child(ren). I am fully aware that any child left in the facility without any parent/guardian will be immediately turned over to the authority except for those children accounted for by our staff as drop off children.
- 5. I understand that LOL Kids Club is a socks only facility. Having socks on is necessary to maintain the health and safety standards. I understand that shoes are NOT allowed inside LOL Kids Club and socks must be worn inside at all times. LOL Kids Club understands that certain medical conditions can prevent me and/or participants from taking off shoes in the facility. With exceptions of medical conditions that may require shoes, please speak to a LOL Kids Club staff member at guest services in order to obtain a medical wristband.
- 6. I agree that pictures of myself or my supervised child(ren) are from time to time taken at LOL Kids Club by employees or other patrons could be used for promotional purposes including website visibility. I consent to the reproduction, use, and distribution of pictures, videos and sound for the purpose of advertising to be used in electronic, print and Internet media.
- 7. I understand that I may not bring ANY outside food or drinks into LOL Kids Club. I am in agreement that no outside decorations, gifts or cake will be permitted for open play guests.
- 8. I acknowledge that for myself and participants named below, participation in activities at LOL Kids Club is strictly voluntary. I hereby certify that I am over 18 years of age and voluntarily agree to all terms, conditions and responsibilities set forth in the above terms and conditions. I am aware that by signing this agreement, I am agreeing to comply with all rules set forth by LOL Kids Club.
- 9. I understand and agree that NO REFUND will be given to my family or me if we have stayed 20 minutes or more regardless of the situation. I am also aware that all children ages 1 to 17 MUST be accompanied by a guardian supervising adult(s).

PLEASE REVIEW LOL KIDS CLUB'S SAFETY RULES WITH YOUR CHILDREN AND ENSURE THAT THEY ARE NOT CHEWING ON ANYTHING AT ALL TIMES WHILE ON THE SOFT FLOOR TO AVOID CHOKING OR VOMITING. IF THE STAFF FEELS A CHILD IS UNHEALTHY TO CONTINUE PLAY, LOL KIDS CLUB'S STAFF MAY STOP THEIR PLAY.

As LOL Kids Club is a child/parent environment, their designated supervising adult(s) are responsible for child(ren) in their care. While the staff will work hard to ensure everyone plays together and has a great time, if a child is unable to follow the facility rules, the following steps will be taken to ensure other guests are able to enjoy their playtime.

1st Warning: The rule will be reviewed with the child again to ensure complete understanding of LOL Kids Club's safety rules.

2nd Warning: The parent will be notified of the child's behavior and a last warning given.

3rd Warning: The child will be asked to discontinue play for at least 20 minutes. (including the possibility of leaving LOL Kids Club with no possibility of a refund)

By the execution of this agreement, it is my intention to assume all risk of illness or injury (minor, serious or catastrophic in nature, including claims and suits at law or in equity for any injury, fatal or otherwise) or damage (to person or property) and do hereby surrender and waive any rights to sue or exercise any legal right to seek damages against LOL Kids Club, its owners, agents, employees, officers and/or all other persons or entities acting on its behalf and agrees to indemnify LOL Kids Club and its owners, employees or agents and hold it harmless from and against all claims asserted against it by any entity based upon my children's participation in any parties or programs at LOL Kids Club.

By entering my name below, I indicate my acceptance and delivery of this waiver and release. I acknowledge that I have been given an opportunity to prevent or correct any error in connection with this waiver form. If I have submitted this waiver form in error, I will immediately notify LOL Kids Club of the error, revoke my signature as instructed, and refrain from participating in any event or activity to which the waiver applies, as provided in Section 204(b) of the Uniform Electronic Transactions Act.

I understand that this waiver is subject to change.

I want to receive promotional emails.

Your signature :