

**KIDS ULTIMATE PLAY & PARTY CENTRE INC.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS**

**AND INDEMNITY AGREEMENT**

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY**

TO: Kids Ultimate Play & Party Centre Inc. and its directors, officers, employees, volunteers, agents, affiliates, guests, and anyone for whom it is legally responsible by law (herein after collectively 'KUPPC');

\*Date: \_\_\_\_\_

\*Name of Participant: \_\_\_\_\_ (person under 18 years old, known as the "participant")

\*Participant's Date of Birth: \_\_\_\_\_

\*Participant's Gender: \_\_\_\_\_

**ASSUMPTION OF RISKS**

I am the parent or legal guardian of the above named Participant who is a minor. In consideration of the Participant being permitted to use the facilities and equipment of Kids Ultimate Play & Party Centre Inc. and participate in its programs I hereby acknowledge and agree as follows:

1. I acknowledge that the use of the facilities and equipment of Kids Ultimate Play & Party Centre Inc. by the Participant and/or me and his/her/my/our participation in programs and activities offered by KUPPC involves many risks, dangers and hazards including, but not limited to: falling, mechanical failure of the equipment; loss of balance or control; collision with walls, equipment, structures, or the floor; collision with other persons; illness or trauma; the proximity of medical care which may or may not be readily available; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other participants and/or other persons; and negligence on the part of KUPPC, including the failure on the part of KUPPC or its staff to safeguard or protect me or my ward from the risks, dangers and hazards of the activities; theft, damage or loss to any vehicle that is parked in the parking lot servicing the Kids Ultimate Play & Party Centre Inc. premises (the 'Premises') or theft, damage or loss of personal property brought onto the Premises.

2. I understand that the risks dangers and hazards associated with the facilities, equipment, programs and activities cannot be eliminated. I am aware of the risks, dangers and hazards associated with the activities and, on my own behalf and on behalf of the Participant, I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage, theft and damage and loss resulting therefrom.

3. The use of the Premises, facilities and equipment of Kids Ultimate Play & Party Centre Inc. by the Participant and/or me and the participation by the Participant and/or me in the programs and activities offered by KUPPC is strictly voluntary and I have chosen to participate or permit the Participant to participate in spite of the risks, hazards and dangers involved.

4. I understand that KUPPC does not assume responsibility for the supervision of the Participant while on the Premises. I understand that it is the responsibility of the adult accompanying the Participant to supervise the Participant at all times while on the Premises.

5. I agree to co-operate fully with KUPPC while on the Premises and abide by and ensure that the Participant is abiding by all policies and rules of KUPPC and the directions of KUPPC.

6. On my own behalf and on behalf of the Participant, I hereby voluntarily WAIVE ANY AND ALL CLAIMS that I have or may in the future have against KUPPC and voluntarily RELEASE and FOREVER DISCHARGE KUPPC from any and all liability for any loss, damage, expense or injury including death suffered by me and/or the Participant or that our next of kin may suffer resulting from either the use by either of us of the KUPPC Premises, facilities or equipment, or the presence of either of us on the Premises or the participation by either of us in the programs or activities offered by KUPPC due to breach of contract, mistakes or errors in judgment, or from injuries resulting from mechanical breakdown or failure of equipment, or poor design or placement of any equipment, theft, damage to or loss of personal property, and also including the failure on the part of the KUPPC to safeguard or protect me and or the Participant from the risks, dangers and hazards of the activities referred to above unless arising from the sole negligence of KUPPC.

7. On my own behalf and on behalf of the Participant, I hereby HOLD HARMLESS AND INDEMNIFY KUPPC from any and all liability for any damage to property of or personal injury to any third party, resulting from the Participant's or my use of or presence on Premises and/or use of the Kids Ultimate Play & Party Centre Inc. facilities and equipment or participation in the programs and activities offered by KUPPC.

8. I agree to INDEMNIFY AND HOLD HARMLESS KUPPC from all legal fees and costs incurred by KUPPC or anyone acting on its behalf in the event KUPPC is required to incur legal fees and costs to enforce this Agreement.

9. I acknowledge right of KUPPC to remove any guest from the Premises at its discretion at anytime without compensation.

10. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity and shall be binding on the heirs, next of kin, executors, administrators, assigns and representatives of the Participant, in the event of death or incapacity of the Participant.

11. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely in the City of Greater Sudbury in the Province of Ontario.

12. By entering into this Agreement I am not relying upon any oral or written representations or statements made by KUPPC with the respect to the safety of the activities other than what is set forth in this Agreement.

**13. I ACKNOWLEDGE THAT THIS AGREEMENT SHALL ALSO APPLY TO ALL FUTURE VISITS TO THE PREMISES AND ALL FUTURE USE OF THE FACILITIES AND EQUIPMENT OF KIDS ULTIMATE PLAY & PARTY CENTRE INC. AND PARTICIPATION IN ITS PROGRAMS AND ACTIVITIES BY ME AND/OR BY THE PARTICIPANT.**

**14. I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR THE PARTICIPANT OR OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

\*Print Parent or Legal Guardian's Name: \_\_\_\_\_

Gender of Parent or Legal Guardian: \_\_\_\_\_ (optional)

\*Parent or Legal Guardian's Date of Birth: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City: \_\_\_\_\_

\*Postal Code: \_\_\_\_\_

\*Telephone Number: \_\_\_\_\_

\*Parent or Legal Guardian's Signature: \_\_\_\_\_

***ALL FIELDS WITH \* ARE MANDATORY AND MUST BE FILLED IN PROPERLY***