



## **Assumption of Risk - Waiver of Liability - Indemnification Agreement READ BEFORE SIGNING A COMPLETED WAIVER IS REQUIRED TO PARTICIPATE SORRY, NO EXCEPTIONS**

Monkey Joe's is a national children's indoor inflatable entertainment facility that provides fun and fitness-related recreational activities for children. This Monkey Joe's establishment is owned and operated as a part of TMA Play MO, Inc. Among the fun activities that we provide are indoor inflatables (which include, but are not limited to, slides, climbers, tunnels, and bouncing), some video arcade games, fantastic parties in our party rooms, as well as concessions and souvenirs. In addition, your 3-year-olds and younger may play in their own special area - Mini Monkey Zone which includes smaller, softer obstacles and age-suitable toys and games. Monkey Joe's provides each youngster with the opportunity to move, be active, develop fitness, and combat obesity while having fun in a great environment.

While the many health, fitness, and entertainment benefits of these activities are apparent, Monkey Joe's and its staff regard participant safety as a top priority and feel it is important that you understand that there is a risk of injury in all physical activity. Monkey Joe's takes great care to reduce the risks associated with our activities; nevertheless, regardless of the care taken to provide safe activities and to avoid injuries, all risk of injury can never be totally eliminated. A few examples of the **inherent risks** include, but are not limited to: being struck by a ball or toy; being kicked; collisions with other children, adults, or stationary objects; falls; participant failure to adhere to posted rules or warnings; careless, erratic, or negligent acts by co-participants, attending parents and other adult supervisors; excited partying children (running into others, swinging objects carelessly, playing in a reckless manner); unexpected equipment failure; unknown facility hazards or defects; errors in judgment by Monkey Joe's personnel or volunteers (i.e., misjudging participant ability or fitness level, failure to give adequate warnings or instructions, failure to recognize dangers, and concentration lapses while supervising). In addition, parents, guardians, or other adults accompanying the children, whether or not such adults are participating in or simply observing play, face inherent risks (e.g., slip and falls, collisions with children or other adults) that can result in minor or serious injuries. For the safety of its guests, Monkey Joe's has installed video surveillance cameras throughout the premises, and you and any accompanying children may be filmed for the duration of your visit.

Monkey Joe's feels that it is important that you understand that injuries can occur. While Monkey Joe's has had an excellent safety record over the years, children do occasionally suffer minor discomfort from headaches, sprains, abrasions, minor cuts, bruises, and may be a little sore the next day. In addition, on rare occasions, more serious injuries such as broken bones, joint injuries, concussions, paralysis, heart attack, or even death can also occur.

**Assumption of Inherent Risks:** I, the undersigned, assert that I have been reminded and understand that all activities of Monkey Joe's include **inherent risks that cannot be totally eliminated** regardless of the care taken by Monkey Joe's. I know, understand, and appreciate the types of injuries inherent in Monkey Joe's activities, including the risk, hazards and danger of personal injury, property damage, wrongful death, loss of services, disability and/or death, and have explained them to any children in my care. I hereby assert that the participation of any children in my care is voluntary and, by the execution of this Agreement, I (on behalf of myself and any children in my care), knowingly assume all inherent risks of injury on behalf of myself and any children in my care while on the Monkey Joe's premises, and I do hereby surrender and waive any rights to sue or exercise any legal right to seek damages against Monkey Joe's, including Monkey Joe's Franchising LLC, TMA Play MO, Inc., all corporate partners and owners, directors, board members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, and owners/operators of all venues (hereafter referred to as the *Protected Parties*).

**Waiver of Liability:** In consideration of permission for any children in my care to participate in Monkey Joe's activities, or for my observation of children in the care of other adults, as applicable, today and on all future dates, I, the undersigned, on behalf of myself, my spouse, heirs, children, executors, administrators, personal or legal representatives, successors and assigns (hereafter referred to as the *Releasing Parties*) do hereby waive, release, covenant not to sue and discharge the *Protected Parties* from any and all claims, demands, actions, damages, liability, cost or expense, of every name and nature, including attorneys' fees, which are related to or arise out of or are in any way connected to the participation or use by me or any children in my care of the equipment or facilities made available at Monkey Joe's, or my participation or that of any children in my care in any activities while on the Monkey Joe's premises, including, but not limited to, those arising from the **ordinary negligence** of the *Protected Parties* (this should not be construed to waive claims of gross negligence, reckless conduct, willful/wanton conduct, or intentional acts). I specifically understand that I am releasing, discharging and waiving any claims or actions that the Releasing Parties may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of TMA Play MO, Inc., on my own behalf and on behalf of the other Releasing Parties, including any children in my care.

This agreement applies to 1) personal injury (including wrongful death, loss of services, disability and/or death) to my children, to myself, or to my spouse from incidents or illnesses arising directly or indirectly from my children's participation in Monkey Joe's activities, including, but not limited to: parties, special events, and recreational play; while as a participant, observer or spectator; and individual use of all facilities, and to 2) any and all claims resulting from the damage to, loss of, or theft of property. This agreement applies to all facilities, equipment, and all other venues or premises including the associated sidewalks, restrooms, party rooms, and parking lots owned and/or operated by TMA Play MO, Inc.

**Indemnification:** I, the undersigned, also agree to hold harmless, defend, and indemnify *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, and related expenses) from any and all claims of *Releasing Parties* or others acting on my behalf or on behalf of any children in my care, arising from participation in Monkey Joe's activities (including, but not limited to, those arising from the **inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*).

I, the undersigned, further agree to hold harmless, defend, and indemnify Monkey Joe's against any and all claims of co-participants, rescuers, and others arising from the conduct of me or any children in my care in Monkey Joe's activities, and consent, on my behalf and on that of any children in my care, to being filmed by video surveillance for the duration of our visit to Monkey Joe's, and for Monkey Joe's to retain copies of any such surveillance for its records.

**Clarifying Clauses:** I, the undersigned, hereby confirm and agree as follows:

1) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri and that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force and effect. Prior to signing this Agreement, I have been provided with an opportunity to ask any and all questions that I had about the play center, parties and programs at Monkey Joe's

2) This agreement **supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire agreement between me and **Monkey Joe's** and that it cannot be modified or changed in any way by representations or statements by any agent or employee of **Monkey Joe's**.

3) If legal action is brought against the franchisee parties, either the appropriate state court serving **Saint Louis County, Missouri**, or the **United States District Court for the Eastern District of Missouri** has the **sole and exclusive jurisdiction** and that only the substantive laws of the **State of Missouri** shall apply. If legal action is brought against Monkey Joe's Franchising LLC, either the appropriate state court serving **Fulton County, Georgia**, or the **United States District Court for the Northern District of Georgia** has the **sole and exclusive jurisdiction** and that only the substantive laws of the **State of Georgia** shall apply.

4) Prior to pursuing legal action, I will engage in good faith efforts to **mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of participation in **Monkey Joe's** shall be submitted to **binding arbitration**. All arbitrations will be conducted in St. Louis, Missouri, or at another location mutually approved by such parties, pursuant to the Consumer Arbitration Rules of the American Arbitration Association.

**Acknowledgements to Promote Participant Safety:** These affirmations aid Monkey Joe's in providing for the health and safety of the participant.

*Health Status.* The undersigned affirms that children in his or her care:

- Possess no health problems or physical disabilities that would make participation unwise or risk injury.
- Understand that **Monkey Joe's** advises all participants to seek medical clearance prior to participation.
- Possess sufficient skills, experience in the activity, coordination, and fitness to safely participate.

*Medical Care.* The undersigned:

- Authorizes the use of first aid by **Monkey Joe's** if **Monkey Joe's** staff deems it is needed.
- Authorizes the use of CPR if **Monkey Joe's** staff deems it is needed.
- Authorizes the use of an Automated External Defibrillator (when available) should **Monkey Joe's** staff deem it is needed.
- Authorizes **Monkey Joe's** to secure emergency medical care and transport if deemed necessary.
- Agrees to assume all cost of emergency care and transportation.

*Rules and Safety.* The undersigned agrees

- To explain **Monkey Joe's** rules to any children in his or her care and instruct the children to follow them.
- To report all injuries (even minor injuries) so that **Monkey Joe's** may make a record of the injury.
- That **Monkey Joe's** has authority to halt any participation if it endangers others.
- That **Monkey Joe's** requires that a parent or legal guardian take an active role in supervising the children in their care during play.
- To monitor and supervise any children in my care during play.

**Acknowledgment of Understanding:** I have read and understand this Agreement. Further, I assert that I have explained the risks of the activity to any children in my care and they understand this Agreement. I understand that I am **giving up substantial rights**, including my rights and the rights of any children in my care to sue for damages in the event of death or injury to the children or to me. I acknowledge that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or ordinary negligence by the Protected Parties**, to the greatest extent allowed by the laws of the states signified above.

**THIS AGREEMENT IS SUBJECT TO A BINDING ARBITRATION CLAUSE WHICH MAY BE ENFORCED BY THE PARTIES.**

I certify that I am (i) over 18 years of age, (ii) I am the parent or legal guardian of the children listed below and have the legal capacity and authority to enter into this agreement on behalf of such children, (iii) I have carefully read the foregoing paragraphs and (iv) and by my signature agree to be bound by the terms of this agreement:

Name of Parent/Guardian REQUIRED (Please Print) \_\_\_\_\_ Home Address \_\_\_\_\_ Date \_\_\_\_\_

Phone # \_\_\_\_\_ Signature of Parent/Guardian - REQUIRED \_\_\_\_\_

Names & Ages of Children under the age of 18 in your care - REQUIRED (Please Print):

1) \_\_\_\_\_ Age \_\_\_\_\_ 4) \_\_\_\_\_ Age \_\_\_\_\_ 7) \_\_\_\_\_ Age \_\_\_\_\_  
 2) \_\_\_\_\_ Age \_\_\_\_\_ 5) \_\_\_\_\_ Age \_\_\_\_\_ 8) \_\_\_\_\_ Age \_\_\_\_\_  
 3) \_\_\_\_\_ Age \_\_\_\_\_ 6) \_\_\_\_\_ Age \_\_\_\_\_ 9) \_\_\_\_\_ Age \_\_\_\_\_

Emergency Contact Person \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_

Name & Signature of any other Guests over the age of 18 accompanying you and your child(ren) - REQUIRED

Name (Please Print)	Address	Signature	Phone#
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Socks are always required to play on any inflatable. Do you need to purchase socks \_\_\_\_\_ YES \_\_\_\_\_ NO