

ERGADOOZY WAIVER OF LIABILITY

A COMPLETED WAIVER IS REQUIRED TO PARTICIPATE AT
ERGADOOZY. SORRY, NO EXCEPTIONS.

PLEASE PRINT

AGE PARTICIPANT NAMES

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Date: _____

AGE PARTICIPANT NAMES

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Rules of the Ergadoozy

- All guests under 18 years of age must be accompanied by a parent or guardian at least 18 years of age
- Each participant must remove shoes and wear socks
- Obey Ergadoozy Staff at all times
- No outside food, drinks or coolers
- No food or drinks on jungle climber or in gated play space
- On all slides, kids must slide feet first and on their bottoms ----- **SLIDES CAN BE EXTREMELY FAST!**
- Ergadoozy reserves the right to ask any guests who do not follow the rules to leave
- No running, pushing, shoving, wrestling, or rough play
- No climbing or hanging on gating, fencing, or netting

If there are any problems, notify an Ergadoozy Staff member immediately

In consideration of being allowed to enter into the play center and/or participate in any parties or programs at Ergadoozy, the undersigned, on his or her own behalf and on behalf of the minor identified below, acknowledges, appreciates and agrees that:

1. Play Centers and Jungle Climbers can be hazardous and dangerous. Activities require strenuous exercise and various degrees of skill and expertise. I understand that these activities can result in serious injury to the person or child. I assume any and all risk and damage or injury while on Ergadoozy's premises.
2. I am aware of the risk, hazards and danger of personal injury, disability and/or death as a result of participation at Ergadoozy, including those that may arise out of the negligence of other participants. Also, if I discover any hazard during our participation, I will bring it to the attention of the nearest Ergadoozy employee immediately.
3. I have received and read a copy of 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 staff members to monitor children/adults playing, it is my responsibility to monitor my children and my own activities. I will bring any observation of the rules being broken to the attention of an Ergadoozy staff member. I certify that I and/or my child are in good health and that I and or my child have no physical limitations which would preclude safe participation at Ergadoozy.
4. I hereby release, waive and forever discharge and covenant not to sue **Ergadoo Inc.** d/b/a Ergadoozy and its owners, agents, employees, officers, directors, trustees and all other persons or entities acting on its behalf, from any and all claims, actions, damages, liability, cost or expense including attorneys fees which are related to or arise out of or in any way connected use of the facility. Further, **Ergadoo Inc** d/b/a Ergadoozy is not responsible for any lost or stolen items.
5. By the execution of this agreement, it is my intention to assume all risk of injury and do hereby surrender and waive any rights to sue or exercise any legal right to seek damages against **Ergadoo Inc** d/b/a Ergadoozy, its owners, agents, employees, officers, directors and/or all other persons or entities acting on its behalf.
6. I acknowledge that my or my child's participation in activities at Ergadoozy is strictly voluntary. I hereby certify that I'm over 18 years of age. Prior to signing this agreement, I have had an opportunity to ask any and all questions. I am aware that by signing this agreement, I assume all risks and waive and release all substantial rights that I may have and possess. **I have carefully read the foregoing covenant not to sue and acknowledge that I understand and agree to all of the above terms and conditions.**

Parent/Guardian Signature: _____

Printed Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone#: _____