



## WAIVER AND USE AGREEMENT

In consideration of being allowed to enter the Children's Movement Center's (CMC activity areas, classrooms and/or exercise rooms, or participate in any party/program or any other event, the below listed on his or her behalf and/or behalf of the participant(s) identified below, acknowledges, understands, appreciates and agrees to the following terms and conditions:

1. I understand indoor play equipment can be dangerous. The activities at CMC require certain degrees of skill, ability and physical condition. I understand that these activities can result in injury to the participants and/or me. I assume any and all risk of damage or injury to me or the participant(s) while on the premises of The Children's Movement Center. In addition, if I/we observe any hazard/danger during our participation, I will bring it to the attention of the nearest CMC employee or official immediately.
2. I understand that potentially severe injuries, including, without limitation, permanent paralysis or death can occur in any activity involving height or motion, including all of those activities offered within, by and through the CMC. I acknowledge, understand and agree that the terms of this Waiver apply to all activities.
3. I, for myself and the participants named below, and our respective heirs, assigns, administrators, personal representatives and next of kin, hereby hold free, harmless and indemnified and release and forever discharge its 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, cost of expenses, including attorney fees, which are related to or arise out of myself or the participant(s) named below participation or use of the facility; and that I forever waive the right to sue or exercise any legal actions against The Children's Movement Center on account of any injury or loss.
4. By execution of this agreement, it is my intention to assume all risk of injury and do hereby surrender and waive any right to make claim, sue or pursue any legal right to seek damages against The Children's Movement Center, its owners, officers, members, agents, employees, directors, trustees, affiliates or other persons or entities acting on their behalf, for damages arising out of the use of or presence on the CMC facility.
5. I acknowledge that my and the participant's(s') named below, participation in activities at The Children's Movement Center 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 for myself and my participant(s), our heirs and

assigns forever. I acknowledge that participation has not occurred prior to completing this agreement, and that I fully understand that I assume all risk and waive and release all substantive rights that I and/or my participant(s) may have and possess.

By completing this form, I agree not only to the terms of the waiver listed above, but also to abide by the safety rules set forth below, and to ensure that all minor children listed on this waiver form adhere to the rules that follow, as well as those written at each piece of apparatus/equipment located within the CMC.

I understand and hereby give the CMC and any CMC Assigns my permission to license images and to use images obtained during participation in any CMC related activity in any Media (including digital, electronic, print, television, film and other media not known or to be invented) and for any lawful purpose which may include among others, advertising, promotion, marketing and packaging for any product or service. I agree that the images may be combined with other images, text and graphics, and cropped, altered or modified I agree that I have no rights to the Images, and all rights to the Images belong to the CMC and Assigns. I acknowledge that I agree and that I have no further right to Consideration or accounting, and that I will make no further claim for any reason to the CMC and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual.

**SAFETY RULES:** The Children's Movement Center (CMC) Rules for Parents and Participants:

The CMC is dedicated to providing a safe and fun environment for children to play and socialize with their friends. To maintain our safe environment, each attraction has specific rules that are posted at the entrance. Anyone unable to observe the rules will be asked to discontinue participation and no refund will be given. In addition, the following general rules have been established and must be followed at all times.

1. **NO FOOD OR DRINKS** are allowed in any of the activity areas. Food concessions are located in the lobby area and food and drink must remain in the lobby as well.
2. **ATTIRE:** Loose clothing and jewelry must be removed before participating, pockets emptied.
3. No running, pushing or rough play is allowed within the CMC.
4. **PARENTS MUST STAY ON THE PREMISES** – Except in those instances when express permission to leave a child on site is documented (i.e., Preschool and Afterschool programs, birthday parties) parents are responsible to supervise their own children/and those accompanying them to the CMC throughout the time they are on site. CMC employees patrol the activity center constantly to assist and help supervise; however, they **DO NOT REPLACE** the need for parental supervision.
5. Parent/or the adult signatory designated on this form as responsible for

each child during a given visit accepts responsibility to see that the children that they accompany use the equipment safely and only in the manner for which it is intended.

NOTE REGARDING FOOTWARE: Some attractions require that shoes are on. Some attractions require shoes off. Please observe the following:

Shoes OFF: bouncy houses, trampolines, inflatable train, inflatable obstacle course inflatable slide, ball pit.

Shoes ON: Zip line (closed toe shoes ONLY), climbing wall (recommended), Xer Play room

The surfer requires bare feet – shoes and socks OFF.

I have read the Waiver and Use Agreement

By checking here I fully understand, appreciate and agree to the foregoing terms and conditions and that I am the responsible adult for the children I accompany at CMC. Should any term provision or part of this Waiver and Use Agreement be judicially determined to be unenforceable, the balance and unaffected terms shall remain in full force and effect.

(Note: Only a listed child's parent or legal guardian may complete this form. If no parent or legal guardian is available, the CMC reserves the right to refuse access to the activity center at their own discretion).

Participant 1:

*First and Last Name*

Date of Birth:

*Example: 07/17/2010*

Participant 2:

*First and Last Name*

Date of Birth:

*Example: 07/17/2010*

Participant 3:

*First and Last Name*

Date of Birth:

*Example: 07/17/2010*

Participant 4:

*First and Last Name*

Date of Birth:

*Example 07/17/2010*

Parent/ Guardian Name:

*First and Last Name*

By checking this box, I hereby attest that I am the parent or legal guardian of the above listed child(ren).

Address:

*Enter Address*

City:

*Enter City*

State:

*Enter State*

Zip code:

*Enter Zip*

Email:

Phone:

*Enter Email*

*Enter Phone Number*

**OPTIONAL:** Check here if you would like to receive email notification of CMC classes, special offers or events

Submit