



## WAIVER and USE AGREEMENT

Page 1: Initials \_\_\_\_\_

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 undersigned 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, 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 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, 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 in their behalf, for damages arising out of the use of or presence on the CMC facility.
5. I acknowledge that my and the participants' 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 for myself and my participant(s), our heirs and assigns forever. I acknowledge that participation has not occurred prior to signing this agreement, and that I full 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 signing 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.

### **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. Any snacks, food, and or beverages, either those purchased on site or brought in to the facility, must remain in the lobby as well.
2. ATTIRE: Loose clothing and jewelry must be removed before participating, pockets emptied. Socks must be worn unless specifically designated otherwise.
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 & 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 patrolling the activity center will 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, ball pit,
- Shoes ON: Zip line (closed toe shoes ONLY), climbing wall (recommended), Xer play room
- The surfer requires bare feet – shoes & socks OFF.

**\*\*\*This is a 2 page form – you must initial the top of this page, and complete the back side in its entirety.\*\*\***



Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

I understand, appreciate and agree to the foregoing terms and conditions. \_\_\_\_\_ Parent/Guardian Initials

**Photo/Video Release:**

I 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.

**REQUIRED:**

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.

Parent/Guardian Name: (PLEASE PRINT) \_\_\_\_\_ Phone: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

OPTIONAL: If you would like to receive email notifications of special offers, events and/or classes at the CMC, please provide your email address in the space above.

----- **For Office Use Only** -----

____ Front Room	____ Single Visit	Payment Method: ____ Cash	____ Gift Certificate
____ Front & Back Room	____ 5 Visit Pass	____ Internal Credit Card	____ Mgmt. Comp.
____ All Access	____ Monthly Pass	____ External Credit Card	____ Coupon
	____ Home School Tuesday		