

## Waiver and Release Form

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**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT, BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD PARTICIPANT GIVE UP RIGHTS TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES OR PROPERTY OR FOR YOUR DEATH ARISING OUT OF USE OF THE FACILITIES OR PARTICIPAION IN ANY PROGRAM, NOW OR ANYTIME IN THE FUTURE.**

I, (PARENT/GUARDIAN), parent or guardian, hereby grant permission for the minor/minors: [CHILD] ("My Child"), to use the KANGAZOOM ANTIOCH, INC. facilities located at 501 Auto Center Dr., Antioch, CA 94509 ("Facilities"). Facilities are defined as Batting Cages, Miniature Golf and Inflatable Jumps and areas within the KANGAZOOM ANTIOCH property.

I am the parent, guardian or adult with authorization for My Child.

- My Child and I hereby accept the risk of injury or personal property damage or loss related to the use of the Facilities which includes and not limited to use of Batting Cages, Miniature Golf and Inflatable Jumps and My Child's participation in the Program.
- I have reviewed and understand the rules and regulations posted in the Facilities.
- I understand and agree that My Child's use of the Facilities is voluntary. I understand and agree that although the Programs are organized and sponsored by KANGAZOOM ANTIOCH or supervised by parents renting the Facilities, KANGAZOOM ANTIOCH cannot prevent every potential injury or loss My Child may suffer as a result of his or her use of the Facilities or participation in the Programs, be it physical or otherwise I understand that the Facilities and the Programs involve physical contact and that My Child's participation in these activities involves, by its nature, the potential for physical injury I understand and have warned My Child about the following specific risks:
  - *collisions between children*
  - *head injuries from falls, or collisions with other children*
  - *sprained ankles and wrists*
  - *death*
- I understand that the above specific risks are not an exhaustive list of potential risks associated with using the Facilities or participating in the Programs.

OTHER THAN FOR CLAIMS INVOLVING GROSS NEGLIGENCE OR INTENTIONAL TORTIOUS ACTS OR OMISSIONS BY KANGAZOOM ANTIOCH (WHICH WOULD NOT INCLUDE INTENTIONAL TORTIOUS ACTS OR OMISSIONS OF KANGAZOOM ANTIOCH EMPLOYEES OR AGENTS EXCEEDING THE SCOPE OF THEIR AGENCY OR ACTING WITHOUT AUTHORIZATION OF KANGAZOOM ANTIOCH) ("EXCEPTED CLAIMS") AND TO THE EXTENT ALLOWED BY LAW, I AGREE (ON BEHALF OF MY CHILD AND MY AND MY CHILD'S HEIRS AND SUCCESSORS) TO HOLD KANGAZOOM ANTIOCH (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS), THE SPONSORS, ORGANIZERS, VOLUNTEERS, AND LAND OWNERS ("PROTECTED PARTIES") HARMLESS FROM, TO NOT SUE OR MAKE ANY CLAIM AGIANST AND TO INDEMNIFY AND DEFEND THE PROTECTED PARTIES AGAINST ALL ACTIONS, CAUSES OF ACTION, CLAIMS OR DEMANDS, LIABILITIES, DAMAGES, EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, JUDGMENTS AND COSTS WITH RESPECT TO ANY INJURIES, DEATH, OR OTHER DAMAGES



501 Auto Center Dr.  
Antioch, CA 94509

OR LOSSES, RESULTING FROM MY CHILD'S USE OF THE FACILITIES OR PARTICIPATION IN THE PROGRAMS IN WHICH I ENROLL MY CHILD OR THE ADMINISTRATION OF EMERGENCY MEDICAL TREATMENT.

*This Waiver and Permission Form shall be governed by the laws of the State of California, and any legal action relating to or arising out of this Waiver and Permission Form shall be resolved in a California venue (and I consent to the jurisdiction of California). I am 18 years of age or older and if I am executing this Waiver and Permission Form on behalf of My Child, and I have the authority to do so for My Child, and the information set forth above pertaining to My Child is true and accurate.*

If any provision of this Agreement shall be determined to be invalid or unenforceable, this Agreement shall be deemed amended to delete such provision and the remainder of this Agreement shall be enforceable by its terms.

**Emergency Contacts**

In the event of an emergency @ KANGAZOOM ANTIOCH, I can be reached at the following telephone numbers:

<i>Parent or Guardian Name</i>	<i>Home phone</i>	<i>Cell phone</i>

**To the best of my knowledge, My Child is in good health.**

BY SIGNING THIS DOCUMENT I AFFIRM THAT I HAVE READ AND UNDERSTOOD THIS WAIVER IN ITS ENTIRETY:

Today's Date:			
Parent or Guardian Signature:			
Name of Child/Children:			
Date of Birth:			