

# IMPORTANT: Assumption of Risk, Full Release and Waiver of Liability, and Indemnification Agreement (Minor)

## Fun Slides Carpet Skatepark

### Nature of the Activity:

Fun Slides activities involves the use of carpet skating sports equipment on or around ramps, grind rails, slides, inclines, declines, steps, obstacles, fences, and more in a blacklight environment around other participants. The activity is similar to other skate or skateboarding sports. **The possibility of injury or death to person or property always exists in an activity such as Fun Slides**, whether supervised or unsupervised, or by being in proximity to others engaging in the activity. **Risk factors include** *but are not limited to* falls, collisions, low or poor lighting, visual and audio distractions, slippery surfaces, strenuous exertion, defective equipment or equipment failure (including but not limited to rental equipment), negligence of staff, instructors or other persons, and actions of other participants or observers. **Potential Injuries include** *but are not limited to* vomiting bruises, carpet burns, muscle strains, contusions, lacerations, muscle soreness, broken bones, concussions, joint injuries, internal injuries and catastrophic injuries such as brain damage, stroke, heart attack, paralysis, and even death. *The minor should not engage in this activity or be in proximity to it if this Agreement is unacceptable.*

### ASSUMPTION OF INHERENT RISKS:

I (minor participant and parent/guardian) have read the previous paragraphs and **I know and understand the nature of the activities** at Fun Slides. **I understand the demands** of those activities relative to my child's physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of entering or participating at Fun Slides and their potential impact on my child's well-being and lifestyle. **I hereby assert that my child's participation is voluntary and that I knowingly assume all inherent risks.**

### WAIVER OF LIABILITY FOR ORDINARY NEGLIGENCE:

In consideration of being permitted enter any facility of Fun Slides Carpet Skatepark and Party Center LLC., and SIMTEC CO., (hereafter referred to collectively as Fun Slides) for any purpose, including but not limited to observe or to participate in the sport of carpet skating and activities of Fun Slides today and on all future dates, I, minor & parent/guardian (on behalf of myself, my spouse, my heirs, personal representatives, and assigns) **herby release, discharge, hold harmless, and covenant not to sue** Fun Slides, its respective, administrators, directors, agents, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, the owners and lessors of premises used to conduct the skating activities, (each considered one of the "Releasees" herein) **from all liability, claims, demands, losses, or damages to person or property** on my and minor's account, *even if caused* or alleged to have been caused in whole or in part by the **ACTIVE OR PASSIVE NEGLIGENCE OR FAULT** of the Releasees. This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation at Fun Slides (including, but not limited to, active participation, classes, observation, individual use of facilities or equipment, locker room area, rescue operations, supervision, maintenance or design, rental equipment, and use of all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

### INDEMNIFICATION:

**I (Parent/Guardian) agree to hold harmless, defend, and indemnify Fun Slides** (that is, defend and pay any loss, damages, judgment and costs, including investigation costs and attorney's fees) from any and all claims of mine, the minor, my spouse, heirs, personal representatives, or assigns arising from my injury or loss due to my participation at Fun Slides.

**I (Parent/Guardian) further agree to hold harmless, defend, and indemnify Fun Slides** (defend and pay any loss, damage, judgment and costs, including investigation costs and attorney's fees) against any claims of coparticipants, rescuer, and others arising from minors conduct in the course of my presence in, upon or about the premises in any way, observation, or participation at Fun Slides.

### Clarifying Clauses:

I (minor participant and parent/guardian) affirm that this agreement **supersedes any and all previous oral or written promises or agreements and is** the entire agreement between me and Fun Slides. I understand that it cannot be modified or changed in any way by representations or statements by any agent or employee of Fun Slides. I further expressly agree that the foregoing Assumption of Risk, Full Release and Waiver of Liability, and Indemnification Agreement is **intended to be as broad and inclusive as is permitted by the laws of the State of Pennsylvania** and that if any portion thereof is held invalid, I agree that the balance shall continue in full legal force and effect. I understand that if legal action is brought, the appropriate trial court for the county of Westmoreland in the State of Pennsylvania has the sole and exclusive jurisdiction and that only the substantive laws of the State of Pennsylvania shall apply.

### Acknowledgements, Assertions, and Agreements:

- I acknowledge that Fun Slides recommends and encourages each client to get medical clearance from his/her personal physician prior to participation in Fun Slide activities.
- I assert that minor has no problems that would contra-indicate participation in Fun Slides activities.
- I assert that minor possess a sufficient level of skill and fitness to enable them to safely participate at Fun Slides. I authorize Fun Slides to administer emergency first aid and CPR, if deemed necessary by Fun Slides, though a person so qualified may not be present.
- I authorize Fun Slides to secure emergency medical care or transportation (i.e., EMS) if deemed necessary by Fun Slides and I agree to assume all costs of emergency medical care and transportation.
- I have explained to minor they must cease exercise immediately if they should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.
- I acknowledge that the provider may find it necessary to terminate their participation in an activity. I accept your right to take such actions.
- **I understand that Fun Slides highly encourages and recommends** that all participants wear **safety gear** (including head gear, knee pads, elbow pads, and wrist braces) at all times. I know that Fun Slides has these available for rent or purchase and I recognize that failure to wear safety equipment can increase the chance of serious injury or death.
- I will explain safety rules to my child and if child is 7 years of age or less, they will wear a helmet.

### Acknowledgment of Understanding:

I (minor and parent/guardian) have read this Agreement and fully understand its terms. I understand that **I am giving up substantial rights, including my right to sue**. I further acknowledge that I am signing the Agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability due to negligence by Fun Slides or the inherent risks of the activity**, to the greatest extent allowed by law in the State of Pennsylvania.

The undersigned also authorizes Fun Slides Carpet Skate Park and Party Center LLC. And SIMTEC Co., the right to use all photographs and or videos taken of Participant(s) while participating in activities at this facility, for advertising or promotional purposes.

1 \_\_\_\_\_ 2 \_\_\_\_\_  
Minor Client Name (**Print**) Minor Client Name (**Print**)

3 \_\_\_\_\_ 4 \_\_\_\_\_  
Minor Client Name (**Print**) Minor Client Name (**Print**)

Parent or Guardian (**Print**) \_\_\_\_\_ Date \_\_\_\_\_

Parent or Guardian **Signature X** \_\_\_\_\_

Email address (for coupons or promotions only will not be shared)

\_\_\_\_\_@\_\_\_\_\_