

The Kids Park

SPINOLA PARK, TRIQ
MIKIEL ANG BORG
ST JULIANS



LIABILITY WAIVER CONTRACT

I, the undersigned client (parent or legal guardian) and participating child or children whose name is set fourth below acknowledge and agree to the following terms and conditions before entering the play center provided by The kids park in the above mentioned address:

ASSUMPTION OF RISK:

I acknowledge that entering and using the equipment provided by The Kids park involves certain risks and hazards, including but not limited to:

- Accidental falls or collisions with other users.
- Potential injuries from climbing, sliding, or playing. Injuries that could result may vary, but may include (a) minor injuries such as scratches, bruises and sprains, (b) major injuries such as eye injury or loss of sight, joint or back injuries and concussions, and (c) catastrophic injuries, including paralysis and even death.
- Tripping or falling upon entering or exiting the soft play structures and climbing wall.
- Allergic reactions or sensitivities to materials used in the construction of all the play equipment.

I willingly choose to use the play equipment from The kids Park with a full understanding and acceptance of these risks.

RELEASE OF LIABILITY:

By signing this waiver, I release, discharge, and hold harmless The Kids Park, its owners, employees, contractors, and representatives (collectively, "Released Parties"), from any and all claims, demands, causes of action, losses, damages, liabilities, or expenses arising from the use of the play center, including but not limited to personal injury, property damage, or any other harm, regardless of whether it is caused by the negligence or fault of the Released Parties.

INDEMNIFICATION AND HOLD HARMLESS:

I agree to indemnify and hold The Kids Park harmless from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs, incurred due to claims brought by any party as a result of or arising out of my or my minor Participant child's involvement in the activities and playing at the the center and agree to reimburse The Kids Park for any such costs, expenses and fees as they are incurred.

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SUPERVISION REQUIREMENT:

I understand that the employees of The Kids Park at are not responsible for the children inside the play center and it is the responsibility of the undersigned individual to supervise any minors they bring into the facility. All personal belongings brought into the play center are also the responsibility of the below participants and if lost or stolen, this is not the responsibility of the play center.

PROPER USE AND SAFETY RULES:

I and the children under my care, understand and agree to the safety rules and play guidelines as outlined on the website and printed inside the play center. I acknowledge that these rules and guidelines may change and that I have read and am familiar with them prior to entering the play space and making use of the facility.

RESPONSIBILITY FOR DAMAGES:

I agree to be responsible for any damages to any equipment that occur during my visit to the play center.

AGE AND WEIGHT LIMITS:

I acknowledge that the equipment in the play center recommended age and weight limits. for the different play sections I will ensure that only individuals within these limits use the equipment.

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SECURITY CAMERAS

Security Cameras. I understand that security cameras installed around and within The Kids Park facility are for the safety of all participants and may be referenced should any incidents or injury occur.

ACKNOWLEDGEMENT OF UNDERSTANDING:

I have carefully read and fully understand the contents of this liability waiver. I acknowledge that by signing this document, I am waiving certain legal rights and assuming the risks associated with visiting and using the play center.. I hereby certify that I am the parent or legal guardian of the minor Participant children whose name(s) appear below, and I have authority to waive rights on behalf of the minor Participant(s). I have read and I understand all of the provisions of this document and the risks. I understand that using the play equipment could cause injury and even death. I acknowledge that I have read and understand the terms of this document and I am freely and voluntarily signing this document. This Participation Agreement, Liability Waiver, and Hold Harmless Agreement has no expiration date.

GOVERNING LAW:

This liability waiver shall be governed by and construed in accordance with the laws of Malta.

- Your Name (or Parent/Guardian First Name)*
- Your Last Name (or Parent/Guardian Last Name)*
- Post Code*
- Email*
- Phone*
- How Many Minor Participants Are You Completing This Waiver For? (Choose 0 if filling out form for only yourself)*

Please Choose NumberZeroOneTwoThreeFourFiveSix

- Participant #1: First Name of Minor (if no minor, type NA)*
- Participant #1: Last Name of Minor (if no minor, type NA)*
- Participant #1: Age of Minor (if no minor, type NA)*
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Electronic consent

Yes, I agree with the above agreement and choose to submit my electronic signature. I certify all the information provided is accurate. I understand that the submission of this form is the legal equivalent of my manual signature. I consent to be legally bound by this waiver's terms as listed above.

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