FLABBERGAST

PLAY WAIVER

In Consideration of being allowed to enter any play area and/or participate in any party and/or participant(s) identified below, acknowledges, understands, and agrees to the following conditions:

I represent that I am the parent or legal guardian of the participant(s) named below, or have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on their behalf. I agree that the participant(s) named below and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any party and/or program at Flabbergast. In addition, if I observe any hazard during our participation, I will bring it to the attention of the nearest Flabbergast employee or official immediately.

I am aware that there are inherent risks associated with participation in Flabbergast programs, parties, and/or use of the play areas and inflatable equipment and I, on behalf of myself and the participant(s) named below, knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of other participants **and/or the negligence of Flabbergast of Sussex, WI, KIDZ08 LLC and Marriott Sussex Investments, LLC**.

I, for myself and the participant(s) named below, and our respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and hold harmless, Flabbergast of Sussex, WI., KIDZ08, LLC and Marriott Sussex Investments LLC, their affiliates, officers, members, agents, employees, other participants, and sponsoring agencies from and against any and all claims, injuries, liabilities, or damages arising out of or related to our participation in any and all Flabbergast programs, activities, parties, the use of the play areas and/or inflatable equipment **whether caused by the negligence of Flabbergast of Sussex, WI, KIDZ08, LLC and Marriott Sussex Investments, LLC or otherwise.**

For valuable consideration receipt of which is acknowledged, I hereby give Kidz 08 LLC, their assigns, Licensees, successors in interest, legal representations, and heirs the irrevocable right to use my name, picture, portrait, photograph or video in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes.

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Participant Name **Participant Date of Birth**

_____

Participant Name **Participant Date of Birth**

_____

Participant Name **Participant Date of Birth**

_____

Parent/Guardian Signature ***Parent/Guardian Printed Name***

_____

Address ***City, State, Zip Code*** ***Date***

EMAIL

Flabbergast W248 N5250 Executive Dr #300 Sussex, WI 53089 (262)246-0711