



Fairytale Island LLC
Café & Indoor Playground
7110 3rd Ave Brooklyn NY 11209

Assumption of Risk, Waiver, and Release from Liability

- **Admission Acknowledgement:** By purchasing an admission ticket or entering the playground, the parents/legal guardian acknowledge all the following terms, and assume all responsibilities of the minor child/children. I have read and understand this Assumption of Risk, Waiver and Release from Liability form and understand that it relates to surrendering valuable legal rights of minor and myself and agree to be bound by all the terms of this form. I give my consent for participation at the Fairytale Island Playground.
- **Risk Factors:** I understand and acknowledge that the use of the facilities at the playground involves risks including, but not limited to the following: bodily injury including but not limited to permanent disability, paralysis, and death. These risks may result from a variety of circumstances including the misuse of equipment or facilities.
- **Assumption of Risk:** I am choosing to use the facilities at the playground at my own risk. I understand and acknowledge that the activities which I am or/and (any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs personal representative) about to voluntarily engage in as a participant and/or volunteer bears certain know risks and unanticipated risk could result in injury, death, illness or disease, physical or mental, or damage to myself, or to spectators or third-parties. I assume full responsibility for all risks that may arise from using the facilities at the playground or from participating in activities at the playground.
- **Acknowledgement of Policies and Procedures:** I acknowledge that I have read, know, and agree to all of the policies and procedures relating to the use of facilities at the playground. I agree to comply with all rules, regulations, and policies at the playground. I understand the playground reserves the right to revoke or terminate my use of the facilities at the playground for any violation of rules, regulations, or policies.
- **Release, Indemnify, and Defend:** I hereby release, waive, discharge, and hold harmless the playground and all employees past or present from any claims, suits, liabilities, judgements, costs and expenses for any property damage, loss or theft, personal injury or illness, death, or other loss arising from the use of the playground.
- **Prerequisite skills:** I acknowledge that I have the skills, qualifications, physical ability to properly and safely use the facilities at The Playground.
- **Personal Belongings:** We are not responsible for theft or loss of personal property
- **Waiver:** I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. I am releasing unknown future claims.
- **Payment for Damages:** I agree to pay for any and all damages to any property or equipment as a result of my or my family's willful actions, neglect, or recklessness and agree to be held liable for all such costs associated with such damages.
- **The undersigned:** knowingly and fully assumes all risks, known and unknown, associated with participation in activities at Fairytale Island indoor playground and café facility, and waives all claims for damage to personal property or injury to person arising from such participation. This release and waiver covers risks of death, serious injury, and property loss whether arising from (a) negligence or carelessness on the part of the persons or entities being released and other participants, or (b) dangerous or defective equipment.
- **Representatives:** I enter into this agreement for myself as well as for my heirs, assigns, and legal representatives.
- **Insurance:** I understand that I am solely responsible for any medical, health, or personal injury costs relating to my use of the playground and its facilities. I understand that I am strongly encouraged to have a medical physical exam and purchase health insurance prior to the use of the facilities at the playground.
- **Misbehaving Rule:** Staff have the right to expel any child/children and parents that misbehave or fail to compile with rules. There's absolutely no bullying, hitting, kicking, fighting, explicit use of language, use of violence within the premises.
- **Parents:** I agree to monitor my child/children at all time during their entire visit, I take full responsibility of any injuries/accidents that occur to my child/children.
- **Party Host:** I agree to assume all liability of all my guests without any limitation
- **Arbitration:** All parties to this agreement agree to mediate, in good faith, any dispute prior to initiating arbitration or litigation based on the laws of the state of New York. This prevailing party in the event of arbitration of litigation shall be entitled to costs and reasonable attorney fees.

Child Name #1: _____

Child Name #3: _____

Child Name #2: _____

Child Name #4: _____

Parent or Legal Guardian's Print Name: _____

Parent or Legal Guardian's Signature: _____

Date: _____