

WAIVER AND RELEASE OF LIABILITY ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND PARTICIPANT AGREEMENT SMILING MONKEY EVENTS, INC (dba Scooter's Jungle of Placentia)

I, the undersigned adult listed below, am at least 18 years of age. I understand that the inflatables, play equipment and activities at SMILING MONKEY EVENTS, LLC - 921 Rodeo, Placentia, CA 92870 (hereinafter "SCOOTER'S JUNGLE") have inherent risks, and that participation in the activities and use of inflatables and play equipment may result in serious injury, including but not limited to sprained joints, broken bones, and paralysis, or death. I further understand that the activities and inflatables at SCOOTER'S JUNGLE will be shared with others over whom SCOOTER'S JUNGLE has no control. With the foregoing understanding:

ASSUMPTION AND ACKNOWLEDGMENT OF ALL RISKS. I, ON MY OWN BEHALF, AND ON BEHALF OF THE BELOW-LISTED MINORS, AS THEIR PARENT, LEGAL (COURT APPOINTED) GUARDIAN OR CUSTODIAN, KNOWINGLY, VOLUNTARILY, AND FREELY ACCEPT AND ASSUME ANY AND ALL RISKS, BOTH KNOWN AND UNKNOWN, OF INJURIES OR OTHER LOSS OR DAMAGE WE MAY SUFFER WHILE ON SCOOTER'S JUNGLE PREMISES, HOWEVER CAUSED, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE** OF SCOOTER'S JUNGLE, ITS PRINCIPALS, OFFICERS, OWNERS, SHAREHOLDERS, EMPLOYEES, FRANCHISOR, OTHER SCOOTER'S JUNGLE INDEPENDENTLY OWNED LOCATIONS, INDEPENDENT CONTRACTORS, EQUIPMENT MANUFACTURERS OR REPAIR PERSONS, SPONSORS, AGENTS, OR OTHER PATRONS (COLLECTIVELY REFERRED TO BELOW AS "RELEASED PARTIES").

WAIVER OF ALL CLAIMS. I, ON MY OWN BEHALF, AND ON BEHALF OF THE BELOW-LISTED MINORS, **EXPRESSLY RELEASE AND WAIVE ANY AND ALL CLAIMS, SUITS OR DEMANDS FOR PERSONAL INJURY, INFECTION/COVID-19, DEATH, PROPERTY DAMAGE OR OTHER LOSS** AGAINST THE RELEASED PARTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WAIVER IS A COMPLETE RELEASE OF THE RELEASED PARTIES FOR ANY AND ALL NEGLIGENT ACTS OR OMISSIONS, AND ALL RESPONSIBILITY FOR PERSONAL INJURIES, INFECTIONS, DEATH, OR PROPERTY DAMAGE SUSTAINED BY ME OR ANY OF THE BELOW-LISTED MINORS ON SCOOTER'S JUNGLES'S PREMISES, WHETHER ARISING OUT OF OR RESULTING FROM MY OR THEIR PARTICIPATION IN ACTIVITIES, USE OF INFLATABLES OR OTHER PLAY EQUIPMENT, OR NOT.

I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, AND EACH OF THEM, INCLUDING ATTORNEYS FEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS OR DEMANDS RESULTING FROM ANY LOSS, INJURY, DAMAGE, OR DEATH, AS WELL AS PROPERTY DAMAGE, ARISING OUT OF, CONNECTED TO, OR RELATING IN ANY WAY TO THE PARTICIPATION IN THE ACTIVITIES DESCRIBED HEREIN, AND/OR THE PRESENCE ON THE PROPERTY.

I, for myself, and as parent, legal (court-appointed) guardian or custodian of the minors listed below, willingly agree to read, obey, and comply with all posted, spoken and/or customary safety rule signs and conditions for attendance at SCOOTER'S JUNGLE, participation in activities, and use of inflatables and other play equipment, and understand that the failure to do so may result in serious injury or death. I represent that I and all minors listed below are physically fit, otherwise healthy and able to safely participate in all activities and use all of the inflatables and play equipment at SCOOTER'S JUNGLE.

In the event that medical attention is needed for myself, or any of the minors listed below, I represent I have the authority to and hereby do grant permission for basic first-aid and assistance to be administered by SCOOTER'S JUNGLE staff. In the event that professional medical treatment is required, I grant SCOOTER'S JUNGLE permission to call 911 and authorize medical care to be administered by a trained medical professional. I agree to waive, release, indemnify, defend and hold harmless the RELEASED PARTIES, including SCOOTER'S JUNGLE, from and against all claims, damages, injuries, and expenses arising out of or resulting from administering or failing to administer medical assistance to me or any of the below-listed minors (including any claims arising from communications with third-persons as may be required to administer medical assistance).

I agree that if any part of this agreement is determined to be unenforceable, all other parts shall remain fully effective.

I, FOR MYSELF, AND FOR THE BELOW-LISTED MINORS, AS THEIR PARENT, LEGAL (COURT-APPOINTED) GUARDIAN OR AUTHORIZED CUSTODIAN, DO READ AND UNDERSTAND ENGLISH, HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE TO BE BOUND BY IT FOR MYSELF AND ON BEHALF OF ALL BELOW-LISTED MINORS. FOR ANY BELOW-LISTED MINORS FOR WHOM I AM NOT A PARENT OR LEGAL (COURT-APPOINTED) GUARDIAN, I REPRESENT THAT I HAVE THE EXPRESS AUTHORITY AND PERMISSION FROM THE MINOR'S PARENT OR LEGAL (COURT-APPOINTED) GUARDIAN TO SIGN THIS WAIVER.

BY SIGNING THIS IN WRITING OR ELECTRONICALLY, THE UNDERSIGNED ASSUMES ALL RISK OF INJURY OR DAMAGE AND RELEASE SCOOTER'S JUNGLE AND THE RELEASED PARTIES FROM ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW AND AGREE THAT ALL TERMS HEREOF SHALL APPLY TO ALL FUTURE VISITS TO SCOOTER'S JUNGLE.

Adult Name (PRINT First & Last) (INK ONLY)	Adult Signature (INK ONLY)	Date
(PRINT)	⇒ (SIGN)	⇒
(PRINT)	⇒ (SIGN)	⇒

Child Name (Print First & Last)	Age	Adult's Relationship to Child (circle one)		
(PRINT)		Parent	Legal Guardian	Authorized Custodian
(PRINT)		Parent	Legal Guardian	Authorized Custodian
(PRINT)		Parent	Legal Guardian	Authorized Custodian

Please Complete:

Event Date:
 ____ / ____ / ____

Event Start Time:
 ____ : ____

Name of Party You are Attending (or write 'open play' if not a party): _____

ADULT EMERGENCY CONTACT INFORMATION: PH # () _____

Adult Contact: _____ **Zip Code:** _____ **Email:** _____

A= **K=**