



## Agreement to Use Facilities and Services Provided and Waiver of Liability

As Consideration for being allowed to enter the play area/or participate in any party and /or program at Jungle Mania Play Facilities Ltd. the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

### WAIVER OF RELEASE OF LIABILITY

1. I represent that I am the parent or legal guardian of the Participant(s) named below or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf.
2. I acknowledge and understand that there are known and unknown risks associated with participation in Jungle Mania Play Facilities Ltd. activities and the use of the play area, play equipment and any and all other Jungle Mania Play Facilities Ltd. Equipment which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.
3. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attend of the nearest official immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless Jungle Mania Play Facilities Ltd., their officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and leasers of premises used to conduct the event ("releases"). With respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of the releases or otherwise; and,
6. I willingly agree this is a full and final release and waiver of liability and all claims that I or the Minor/s have, or may in the future have, against the releases and any persons associated therewith.
7. Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration in British Columbia before a single arbitrator in accordance with the rules of the British Columbia Commercial Arbitration Act then in effect.

- **No Bare Feet – Socks are Mandatory**
- **No Outside Food Allowed Out Of The Party Rooms**
- **Children remain the responsibility of their accompanying adult at all times - An attending adult must remain on the premises at all times for children under the age of 13.**
- **No gum, candy, food or drink in the play areas, designated areas only**
- **No climbing the slides or No climbing on the outside of the structure**
- **No hooded sweaters, drawstrings or loose clothing that could get caught**
- **Jungle Mania reserves the right to refuse admission and request any person to leave the premises – Jungle Mania is not responsible for any lost or stolen items**

I have ensured the children are aware of the above safety rules.

**• I acknowledge I have read this release and waiver of liability agreement and fully understand its terms. I understand that I have given up substantial rights for the child/children and myself by signing it, and sign it freely and voluntarily, without inducement.**

Parent / Guardian Name (Please Print ) \_\_\_\_\_

Parent / Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Child # 1 \_\_\_\_\_ DOB ( YYYY/MM/DD) \_\_\_\_\_ Age \_\_\_\_\_

Child # 2 \_\_\_\_\_ DOB ( YYYY/MM/DD) \_\_\_\_\_ Age \_\_\_\_\_

Child # 3 \_\_\_\_\_ DOB ( YYYY/MM/DD) \_\_\_\_\_ Age \_\_\_\_\_

Child # 4 \_\_\_\_\_ DOB ( YYYY/MM/DD) \_\_\_\_\_ Age \_\_\_\_\_

**Please report any inappropriate behavior to a Jungle Mania staff member**



## WAIVER OF RELEASE OF LIABILITY

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Child # 5 \_\_\_\_\_ Age \_\_\_\_\_

Child # 6 \_\_\_\_\_ Age \_\_\_\_\_

Child # 7 \_\_\_\_\_ Age \_\_\_\_\_

Child # 8 \_\_\_\_\_ Age \_\_\_\_\_

Child # 9 \_\_\_\_\_ Age \_\_\_\_\_

Child # 10 \_\_\_\_\_ Age \_\_\_\_\_

Child # 11 \_\_\_\_\_ Age \_\_\_\_\_

Child # 12 \_\_\_\_\_ Age \_\_\_\_\_

Child # 13 \_\_\_\_\_ Age \_\_\_\_\_

Child # 14 \_\_\_\_\_ Age \_\_\_\_\_

Child # 15 \_\_\_\_\_ Age \_\_\_\_\_

Child # 16 \_\_\_\_\_ Age \_\_\_\_\_

Child # 17 \_\_\_\_\_ Age \_\_\_\_\_

Child # 18 \_\_\_\_\_ Age \_\_\_\_\_

Child # 19 \_\_\_\_\_ Age \_\_\_\_\_

Child # 20 \_\_\_\_\_ Age \_\_\_\_\_