



Kid's Cuckoos Nest

155 INDUSTRIAL PARKWAY S, AURORA ON L4G 3V5 • (905) 727-NEST (6378)

WAIVER AND RELEASE OF LIABILITY

1. In consideration for receiving permission to enter **Kid's Cuckoos Nest Inc. Indoor Playground** at 155 Industrial Parkway South in Aurora, Ontario, I hereby **release, waive, discharge, and covenant not to sue** Kid's Cuckoos Nest Inc. their employees, volunteers, or (herein after referred to as *releasees*) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, child disappearance, damage, or injury (including death) that may be sustained by me, or to any property belonging to me, while participating in such activity while in, on, or upon the premises where the activities are being conducted, **regardless of whether such loss is caused by the negligence of the releasees**, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
2. I am fully aware of the risks and hazards connected with the activities which may take place in this building. At all times you are fully responsible for the care and safety of your child and yourself.
3. Such risks and hazards include but are not limited to:
 - Falls on or from the equipment,
 - Jumping incidents on Kangaroo Jumper,
 - Tripping,
 - Collisions with the equipment or with other participants,
 - Flying objects such as balls, etc.
4. I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that Kid's Cuckoos Nest Inc. does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury including death that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such an activities **whether caused by the negligence of releasees** or otherwise, to the fullest extent allowed by law.
5. **In signing this agreement, I acknowledge and represent that** I have read the foregoing *Wavier of Liability and Hold Harmless Agreement*, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent; and I execute this *Agreement* for full, adequate and complete consideration fully intending to be bound by same.

FULL NAME (required) _____

PHONE _____ **EMAIL** (required) _____

If you are a parent or guardian signing on behalf of a minor, **please fill in the name(s) of the child you are signing for**

Any additional children

SIGNATURE _____

DATE _____