We Rock The Spectrum®
KID'S GYM
For All Kids

WRTS Customer Release of Liability, Indemnity Agreement, and Assumption of Risk

In consideration of being permitted by We Rock the Spectrum Kid's Gym (hereinafter "WRTS") to participate in its activities and to use its equipment and facilities, now and in the future, I _____ as parent or legal guardian of _____ a minor (hereinafter "Minor"), hereby grant the permission necessary to allow Minor to participate in all activities at this WRTS location and agree with all the terms of this **Release of Liability, Indemnity Agreement, and Assumption of Risk Agreement** (hereinafter "Agreement"). I, in my own behalf and on behalf of Minor, further agree to **release, indemnify and discharge** WRTS, its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (hereinafter "Released Parties"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity the Minor is about to voluntarily engage in as a participant bears certain known risks and unanticipated risks which could result in physical, emotional, or mental injury, paralysis, illness or disease, death, or damage to Minor, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities at WRTS.

The risks include, among other things: Use of WRTS equipment entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Use of equipment may expose participants to the usual risk of cuts, scrapes, bruises, and rug burns. Other more serious risks exist as well. Participants may fall off equipment, sprain, injure, or break fingers, toes, wrists, feet, legs, back, or neck, and can suffer more serious bodily injuries as well. In any event, if Minor is injured and may require medical assistance, you as parent or legal guardian will assume full liability and responsibility for the expenses.

Furthermore, WRTS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that WRTS employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I agree that this Release of Liability, Indemnity Agreement, and Assumption of Risk Agreement is made on behalf of that Minor participant and that all of the releases, waivers and promises herein are binding on that Minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the Minor participant to this Agreement.

3. I expressly agree and promise to accept and assume all of the risks existing in this activity on behalf of Minor. The Minor's participation in this activity is purely voluntary, and I elect to have Minor participate in spite of all the risks.

4. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless WRTS and all Released Parties from any and all claims, demands, or causes of action, which are in any way connected with Minor's participation in this activity or use of WRTS equipment or facilities, including any such claims which allege negligent acts or omissions of Released Parties.

5. I indemnify and save and hold harmless WRTS and the Released Parties against any loss, liability, damage or cost that may incur arising out of or in any way connected with the Minor's use of WRTS equipment or gear provided therewith or any acts or omissions of the Released Parties.

6. Should WRTS or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

7. I certify that I have adequate insurance to cover any injury or damage that Minor may cause or suffer while participating in all WRTS activities, or else I agree to bear the costs of such injury or damage to Minor myself. I further certify that I am willing to assume the risk of any medical or physical condition that Minor may have.

8. I expressly agree that this Agreement is governed by the Province of Ontario and is intended to be as broad and inclusive as permitted by Ontario law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. In the event that I file a lawsuit against WRTS, I agree to submit to the jurisdiction of the Superior Court of Ontario and I further agree that the substantive law of the Province of Ontario shall apply in that action without regard to the conflict of the law rules of that province.

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9. I further agree to defend, indemnify and hold harmless WRTS from any and all claims or lawsuits for personal injury, property damage or otherwise which are brought by, or on behalf of the Minor, and which are in any way connected with such use or participation by the Minor, including injuries or damages caused by the negligence of Released Parties, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

10. I certify that, to the best of my knowledge, the Minor does not have a health condition that would make it inadvisable for the Minor to participate in WRTS activities.

11. I agree to grant WRTS and all Related Parties, the irrevocable right and permission to photograph and/or record me or Minor in connection with WRTS to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All photographs and/or recordings are exclusive to WRTS.

12. In consideration of not being required to sign a fresh copy of this Agreement before each visit, I further agree that this Agreement shall apply to all future visits of the Minor to this WRTS location.

13. By signing this Agreement, I acknowledge that I have had sufficient opportunity to read this entire Agreement, I understand it completely, I understand that it affects my legal rights, and I agree to be bound by its terms. I also agree if anyone is hurt or property damaged during the Minor's participation in this activity, I may be found by a court of law to have waived my or the Minor participant's right to maintain a lawsuit against WRTS and the Released Parties on the basis of any claim from which I have released them herein. I understand that it affects my legal rights, and I agree to be bound by its terms. I also agree that if anyone is hurt or I suffer property damage during the Minor's participation in activities, I may be found by a court of law to have waived my or the Minor participant's right to maintain a lawsuit against WRTS and the Released Parties due to this release.

14. By signing this agreement, you are acknowledging that We Rock the Spectrum Kid's Gym is not a licensed Day Care.

_____ _____

Signature of Parent or Legal Guardian of Minor | Today's Date

_____

Print Name of Parent or Legal Guardian of Minor

_____ _____

Print Name of Minor | Minor Birth Date

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Phone: _____

Emergency Contact: _____ Phone: _____

Relation: _____