

[BUSINESS LEGAL NAME], d/b/a [VENUE NAME]

[Street address, city, state]

PARTICIPANT AGREEMENT, ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Please read this entire form before signing. It affects your legal rights.

1. Who this agreement covers

Adult signing ("I", "me"):

Full name: _____ Date of birth: _____

Phone: _____ Email: _____

Relationship to each child listed below: _____

[Confirm that the signer has authority under the law applicable to the selected module. Florida Module B requires the child's natural guardian.]

Children ("my child" or "my children"):

Child's full name	Date of birth

"[VENUE NAME]" means [BUSINESS LEGAL NAME], operating as [VENUE NAME]. "Released Parties" means [BUSINESS LEGAL NAME AND OTHER PARTIES APPROVED BY COUNSEL FOR THE RELEASES USED BELOW].

2. Activities and risks

I understand that the activities at [VENUE NAME] include climbing structures, slides, ball pits, netted and padded play areas, [trampolines / foam pits / ninja course / interactive games – edit to match], party rooms and eating areas ("Activities").

I understand that the Activities involve risks, including falls from structures and slides, collisions with other children, landing on other children or on equipment, being stepped on, getting fingers or limbs caught in netting or gaps, friction burns, choking on food or small objects brought into the play area, contact with illnesses spread between children, and injuries caused by other guests' behavior. Injuries can include sprains, broken bones, dental injuries, concussions, permanent disability or death. [Edit the risks to match your activities. This list does not establish that each risk is legally an inherent risk.]

3. Rules and supervision

I have read the posted rules of [VENUE NAME], including [socks required, age and height zones, no food in play areas, maximum one child per slide lane – edit to match]. I will explain them to my child.

I am responsible for supervising my child at all times while on the premises. [VENUE NAME] staff monitor the play area and may remove anyone who breaks the rules, but staff do not replace parental supervision. [Edit if you offer drop-off care.]

4. Assumption of risk

I AM VOLUNTARILY ALLOWING MY CHILD TO TAKE PART IN THE ACTIVITIES AND, IF I PLAY, TAKING PART MYSELF. I ACKNOWLEDGE THE RISKS DESCRIBED IN SECTION 2. TO THE EXTENT ALLOWED BY LAW, I ACCEPT THOSE RISKS FOR MY OWN PARTICIPATION. THIS SECTION DOES NOT EXPAND THE CHILD RELEASE IN SECTION 6.

5. Release of my own claims [use only where permitted by state law]

TO THE EXTENT ALLOWED BY THE LAW OF [STATE], I RELEASE THE RELEASED PARTIES FROM MY OWN CLAIMS ARISING FROM MY OR MY CHILD'S PARTICIPATION IN THE ACTIVITIES DURING THE TERM OF THIS AGREEMENT, INCLUDING CLAIMS FOR MY OWN INJURIES AND ANY CLAIMS FOR MY CHILD'S MEDICAL EXPENSES OR LOSS OF SERVICES THAT BELONG TO ME UNDER STATE LAW. THIS INCLUDES MY OWN CLAIMS CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES. THIS RELEASE DOES NOT COVER WILLFUL AND WANTON CONDUCT, GROSS NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL HARM, AND DOES NOT RELEASE CLAIMS BELONGING TO MY CHILD.

6. Release on behalf of my child [use one module if permitted; otherwise delete this section]

Module A (starting language where a parent may release a child's prospective negligence claims, such as Colorado; Alaska also requires checking the statutory activity definition):

TO THE EXTENT ALLOWED BY THE LAW OF [STATE], ON BEHALF OF MY CHILD, I RELEASE AND WAIVE MY CHILD'S PROSPECTIVE CLAIMS AGAINST THE RELEASED PARTIES FOR INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES LISTED IN SECTION 2 DURING THE TERM OF THIS AGREEMENT, INCLUDING CLAIMS CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES. THIS RELEASE DOES NOT COVER WILLFUL AND WANTON, RECKLESS, GROSSLY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS. I MAKE THIS DECISION VOLUNTARILY, AFTER READING THIS FORM.

Module B (Florida only; the signer must be the child's natural guardian. The entire notice below must appear in uppercase type at least 5 points larger than, and clearly distinguishable from, the rest of the form. Fill each name placeholder with the same counsel-approved parties covered by this module):

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF [NAME OF RELEASED PARTY OR PARTIES] USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM [NAME OF RELEASED PARTY OR PARTIES] IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND [NAME OF RELEASED PARTY OR PARTIES] HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

AS MY CHILD'S NATURAL GUARDIAN, I WAIVE AND RELEASE IN ADVANCE MY CHILD'S CLAIMS AGAINST [PARTIES NAMED IN THE NOTICE ABOVE] FOR PERSONAL INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE RESULTING FROM AN INHERENT RISK IN THE ACTIVITIES DURING THE TERM OF THIS AGREEMENT, ONLY TO THE EXTENT AUTHORIZED BY FLORIDA

STATUTES §744.301(3).

In states where a parent cannot release a child's claims, delete Section 6 entirely. See the table below the template.

7. Emergency assistance and contact details

If staff believe my child or I need emergency assistance, I ask them to call emergency services and provide responders with relevant information from this form. This section does not authorize venue staff to make medical treatment decisions.

Allergies or medical conditions staff should know about: _____

Emergency contact (not attending today): Name _____ Phone _____

8. Photos and video [optional, not required for entry]

☐ I agree that [VENUE NAME] may use photos or video that show my child or me on its website, social media and printed materials, without payment. I can withdraw this consent by writing to [EMAIL]; the venue will stop new uses after receiving my request. [Use a separate consent form if counsel recommends one.]

9. Term and governing law

This agreement applies to visits to [VENUE NAME] during [TERM APPROVED BY COUNSEL] from the date I sign it. It is governed by the law of [STATE, where the venue operates].

10. Signature

I have read this agreement, I understand that it limits my legal rights and those of my child to the extent allowed by law, and I sign it voluntarily. ☐ I agree to sign electronically.

Signature: _____ Printed name: _____ Date: _____

Form version: [v1.0, DATE]