



## Guest Waiver

Legal Parent/Guardian Name \_\_\_\_\_

Legal Parent/Guardian Date of Birth \_\_\_\_\_ Gender \_\_\_\_\_ Female \_\_\_\_\_ Male

Street Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

I acknowledge that I will be required to present a valid photo identification prior to entering the attraction areas. If no valid photo identification is presented, you are still held accountable for all risks and liability based on this waiver. \_\_\_\_\_ Initial

Do you know of, or have you been advised of, any medical conditions that the participants have that would prevent you from safely participating in the activities at Dezerland Park?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name & Contact Information of participant's primary physician or Emergency Health Care Provider

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Relationship \_\_\_\_\_ Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Minor Name \_\_\_\_\_ Female \_\_\_\_\_ Male \_\_\_\_\_ Date of Birth \_\_\_\_\_

Minor Name \_\_\_\_\_ Female \_\_\_\_\_ Male \_\_\_\_\_ Date of Birth \_\_\_\_\_

Minor Name \_\_\_\_\_ Female \_\_\_\_\_ Male \_\_\_\_\_ Date of Birth \_\_\_\_\_

Minor Name \_\_\_\_\_ Female \_\_\_\_\_ Male \_\_\_\_\_ Date of Birth \_\_\_\_\_

## **RELEASE OF LIABILITY READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS**

1. **ASSUMPTION OF RISK.** I chose to participate in the activities, which include but are not limited to, trampoline, trampoline dodge ball, trampoline basketball, obstacle course, ropes course, climbing wall, zip line, go karting, bumper cars, soft play, carousel, arcade, virtual reality rides, reball, bazooka ball, exercise/acrobatic classes, and enrichment activities/classes (collectively referred to in this Release and Waiver as "Activity"), organized by Ninja Lounge and/or any affiliate, including but not limited to, Ninja World, LLC, Ninja Quest Inc, Ninja Academy Incorporated, Time Out Karate, LLC, Virtual Reality Park, L.L.C., Dezer Museum Properties, LLC, Dezerland Entertainment, LLC, and Dezerland Park LLC (collectively, the "Company") at 14401 NE 19th Ave., North Miami, Florida 33181. My choice to participate in the Activity is knowing, voluntary, and made for my personal enjoyment. I understand that my participation in the Activity involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, paralysis, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities or equipment. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand, and I have considered the risks involved, and I voluntarily and freely choose to assume these risks by signing this Release and Waiver of Liability.

2. **RELEASE FROM LIABILITY.** I fully and forever release and discharge Company and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Activity from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity, even if it is due to the negligence, injudicious act, omission, or other fault of Company.

3. **INDEMNITY.** I will defend, indemnify, hold harmless and reimburse Company from and for all damages, losses, costs, or expenses (including legal fees) incurred by Company or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my participation in the Activity. I will reimburse Company if anyone makes a claim against Company in connection with my participation in the Activity, including, without limitation, any accident I may be involved in or any injury, loss, damage to me, other parties or property however caused.

4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against Company, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my (or others) property in connection with my participation in the Activity, and I waive any right I may have to do so. This means that I cannot sue to hold Company responsible for any injury, loss, or damage sustained by me, other parties, or my (or others) property in connection with the Activity, even if it is due to the negligence, injudicious act, omission, or other fault of Company.

5. **MEDICAL EXPENSES.** I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury, or medical emergency resulting from or in connection with my participation in the Activity if I am unable to act on my own behalf. I understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation. I acknowledge that Company shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

6. **EQUIPMENT AND FACILITIES INSPECTION.** I will immediately advise Company staff of any unsafe condition that I observe and will refuse to participate in the Activity until all unsafe conditions observed by me have been remedied.

7. **REPRESENTATIONS.** I am over eighteen (18) years of age and I am in good health, in proper physical condition, have the skill level required to participate in the Activity, and I do not have any medical or other conditions that would impair my ability to participate in the Activity. If I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity.

9. **PUBLICITY.** In connection with my use of the Company's facilities at the Premises, I consent to the recording of my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize Company and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any of Company's facilities and activities. I further agree that the foregoing includes the consent to use my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

10. **EFFECTIVE DATE.** This Release is effective from the execution date and includes all future entrances to the Premises for the next six (6) months, unless I expressly revoke this Release in writing to Company.

11. **GOVERNING LAW.** All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Miami-Dade County, Florida and I hereby consent to the exclusive jurisdiction of such courts.

12. **SEVERABILITY.** If any term or provision of this Release is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or portion of a provision of this Release or invalidate or render unenforceable such term or portion of a provision in any other jurisdiction.

### **13. ADDENDUM TO PARTICIPATION AND ARBITRATION AGREEMENT ADDING WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT.**

We have taken enhanced health and safety measures for you, our other guests, and team members. You must follow all posted interruptions while visiting Dezerland Park. An inherent risk of exposure to COVID-19 desists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with an underlying medical condition are especially vulnerable. By visiting Dezerland Park, you voluntarily assume all risks related to exposure to COVID-19.

14. I HAVE READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE TO ME. I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF COMPANY IN ALLOWING ME TO PARTICIPATE IN THE ACTIVITY. IN SUMMARY, BY SIGNING, I ACKNOWLEDGE THAT IF I AM INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY COMPANY RELATED ENTITY.

**By signing this agreement, client acknowledges that client has read, understood and agrees with all the terms and conditions of this agreement.**

Printed Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_