



ASSUMPTION OF RISK, WAIVER AND RELEASE, AND INFORMED CONSENT

In consideration of being permitted by Triumph Kids, Inc., a Florida corporation ("Triumph Kids") to participate in its activities and to use its equipment and facilities, 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 Triumph Kids location (the "Premises") and hereby agree to the terms of this Assumption of Risk, Waiver and Release, and Informed Consent Agreement (the "Agreement"). I in my own behalf and on behalf of Minor, further agree to release, indemnify, and discharge Triumph Kids, its agents, owners, shareholders, directors, officers, partners, employees, volunteers, affiliates, subsidiaries, successors and assigns (the "Released Parties") as follows:

ASSUMPTION OF RISK

1. I understand and acknowledge that the activity the Minor is about to engage in as a voluntary participant bears certain known and unknown risks, which could result in physical, emotional, or mental injury, paralysis, illness or disease, death, or damage to property, or to third parties. I further understand, acknowledge and agree that such risks cannot be eliminated without jeopardizing the essential qualities of the activities conducted on the Premises by Triumph Kids. Such activities require strenuous exercise, various skills, expertise and motor coordination. The undersigned assumes any risk, takes full responsibility for, and waives any claims of personal injury, death or damage to personal property associated with Minor's participation in activities on the Premises organized by Triumph Kids.
2. I expressly agree and promise to accept and assume all of the risks existing 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 of the risks.

WAIVER AND RELEASE

3. In consideration for the admission of Minor to the Premises and Minor's participation in activities, The undersigned hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Triumph Kids, their owners, officers, servants, agents, and employees, and all other persons or entities acting on its behalf (hereinafter referred to as "RELEASEES") from any liability, claims, demands, actions and causes of action whatsoever, including attorney's fees, whether known or unknown, foreseen or unforeseen, absolute, fixed or contingent, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Minor, or to any property belonging to the Minor, WHETHER CAUSED BY THE NEGLIGENCE OF TRIUMPH KIDS, or otherwise, while the Minor is participating in any and all activities conducted by RELEASEES on the Premises.
 - I hereby agree that this Waiver and Release is made on behalf of Minor and that all of the releases, waivers, and promises herein are binding on Minor.
 - I represent that I have full legal authority as Parent or Legal Guardian of Minor to bind Minor to this Agreement.
 - The undersigned, individually and on behalf of Minor, hereby AGREES TO INDEMNIFY AND HOLD RELEASEES HARMLESS from any loss, liability, damage or costs, including court costs and attorney's fees, incurred due to Minor's participation in any and all activities on the Premises conducted by RELEASEES, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
 - I hereby certify that Minor does not have a health condition that would make it inadvisable for Minor to participate in activities conducted on the Premises by RELEASEES.

Please Initial: _____

INFORMED CONSENT

4. The undersigned agrees and grants to Triumph Kids and its affiliates and authorized agents, the irrevocable right and permission to photograph and/or record me or Minor in connection with activities conducted on the Premises, and to use the photograph and/or recording without restriction for any and all legal purposes, including without limitation, advertising and promotional purposes, in any manner and in all media in perpetuity.

I hereby waive any right to inspect or approve the use of any photograph and/or recording and acknowledge and agree that the rights herein granted are without compensation of any kind to me or Minor. All photographs and/or recordings are the sole property of Triumph Kids.

Please Initial: _____

GENERAL PROVISIONS

5. In signing this Agreement, I hereby acknowledge and represent that I have had sufficient opportunity to read this entire Agreement and to consult with independent legal counsel. I further acknowledge that the terms of this Agreement affect my legal rights and the legal rights of Minor, and hereby agree to be bound by its terms. I also acknowledge that if anyone is hurt (including me or Minor) or if property is damaged during Minor's participation in the activities contemplated by this Agreement, I may be found by a court of law to have waived my and Minor's rights to maintain a lawsuit against Releasees.
6. The undersigned acknowledges and agrees that he/she has not relied upon any statements, representations, agreements or warranties except those expressed in this Agreement, and that this Agreement contains the entire agreement of the parties hereto with respect for the subject matter hereof.
7. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
8. If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws.

Today's Date: _____

Name of Minor: _____

Minor's Date of Birth: _____

Sibling/2nd Minor: _____

Minor's Date of Birth: _____

Parent or Legal Guardian - Print Name: _____

Parent or Legal Guardian - Signature: _____

Email: _____ Phone: _____