



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

WE ROCK THE SPECTRUM KID'S GYM RELEASE OF LIABILITY, INDEMNITY AGREEMENT, AND ASSUMPTION OF RISK AGREEMENT

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

1. Acknowledgment of Risks

I understand and acknowledge that participation in WRTS activities bears certain known and unanticipated risks that could result in physical, emotional, or mental injury, paralysis, illness, disease, death, or damage to Minor, property, or third parties. Such risks cannot be eliminated without jeopardizing the essential qualities of WRTS activities. Risks include, but are not limited to:

- Cuts, scrapes, bruises, and rug burns
- Falling from equipment, leading to sprains, fractures, or more serious bodily injuries
- Equipment malfunction or improper use
- Possible negligence by WRTS employees in supervision or maintenance

I acknowledge that I am responsible for monitoring and supervising the Minor's activities at WRTS.

2. Binding Agreement on Behalf of Minor

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

3. Assumption of Risk

I voluntarily accept and assume all risks associated with Minor's participation in WRTS activities. The Minor's participation is purely voluntary, and I elect to have Minor participate despite these risks.

4. Release and Indemnification

I voluntarily release, forever discharge, and agree to defend, indemnify, and hold harmless WRTS and all Released Parties from any and all claims, demands, costs, damages, and causes of action in connection with Minor's participation, including those alleging negligence by the Released Parties.

5. Legal Costs

Should WRTS or anyone acting on its behalf incur attorney's fees or costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. Insurance Certification

I certify that I have adequate insurance to cover any injury or damage that Minor may cause or suffer while participating in WRTS activities, or else I agree to bear the costs myself. I also assume any risks related to Minor's medical or physical conditions.

7. Governing Law and Severability

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full legal force and effect. Any lawsuits arising from this Agreement must be filed exclusively in California.

8. Health Representation

I certify that, to the best of my knowledge, Minor does not have a health condition that would make participation inadvisable.

9. Photo & Media Release

I grant WRTS and its affiliates the irrevocable right to photograph and/or record Minor and to use the media for advertising and promotional purposes without compensation. I waive any right to inspect or approve such use.

10. Confidentiality Agreement

I agree not to disclose or use any proprietary WRTS information learned while at the facility. I also agree not to use any photographs of the facility for commercial purposes without WRTS' prior written consent.

11. Agreement Duration

This Agreement applies to all future visits of the Minor to this WRTS location, eliminating the need for repeated signings.

12. Non-Licensed Daycare Acknowledgment

By signing below, I acknowledge that WRTS is not a licensed daycare facility.

13. Acknowledgment of Understanding

I confirm that I have read and understood this Agreement in its entirety, understand that it affects my legal rights, and agree to be bound by its terms. I acknowledge that signing this Agreement may limit my ability or the Minor's ability to pursue legal action against WRTS and the Released Parties.

Signature of Parent or Legal Guardian of Minor: _____

Today's Date: _____

Print Name of Parent or Legal Guardian: _____

Print Name of Minor: _____

Minor's Birth Date: _____

Address: _____

City: _____ **State:** ____ **Zip:** _____

Email Address: _____

Phone: _____

Emergency Contact: _____

Phone: _____

Relation: _____