



DISCLAIMER

WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK, & INDEMNITY AGREEMENT

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO M/s. FUN 'O' FACTORY (BROADVIEW ENTERTAINMENT PRIVATE LIMITED) AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In consideration of M/s. Fun 'O' Factory (hereby referred to as FOF) allowing my child/children to participate in any and all recreational activities or events in which FOF is any way involved (the "Activities"), I, for myself, and on behalf of my child/children, next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement"):

1. **ASSUMPTION OF RISK:** I agree that I and/or my child/ward am voluntarily participating in the activities offered including, but not limited to, the use of equipment, facilities and premises. I am assuming on behalf of myself and/or child/ward, all risk of personal damage, loss or theft of any personal property which me and/or child/ward may incur. I understand that facility has trampolines, Soft play area, Rope Course, Wall climbing etc. and that using trampolines, Soft play area, Rope Course, Wall climbing have inherent risks. Further, I have explained these risks to my child/ward.

2. I hereby represent that (i) my child/children is/are in good health and in proper physical condition to participate in the said Activities; I agree that it is my sole responsibility to determine whether my child/children is/are sufficiently fit and healthy enough to participate in the said Activities

3. I understand and acknowledge the physical and mental rigors associated with the said Activities are inherently dangerous and represent an extreme test of a person's physical and mental limits and condition. I understand that participation in the said Activities involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles, or natural or manmade objects; dangers arising from adverse weather conditions; imperfect conditions existing on the property where the said Activities take place; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the organizers of the said Activities; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (the "Risks"). I understand that these Risks may be caused in whole or in part by my child's/children's' own actions/inactions, the actions/inactions of others participating in the said Activities, or the acts, inactions, or negligence of the Released Parties. I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses which I incur as a result of my child's/children's' participation in the said Activities

4. I agree to be familiar with and to abide by all rules and regulations established for the said Activities in which my child/children participate. I accept sole responsibility for my child's/children's' conduct and actions while participating in these said Activities.

5. I hereby expressly release, waive and forever discharge FOF from any and all liability, claim, demands, or causes of action whatsoever arising out of any damage, losses, personal injury or death to me or my child/ward while participating in the said activities offered at FOF and also not to hold liable FOF and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and the tenants of the property and the owners, manufacturers and installers of the equipment from any and all liability claims, demands and further agree to indemnify, defend and hold harmless the Released Parties, together with

organizers, promoters, sponsors, advertisers, hosts, venue and property owners upon which the said Activities take place, law enforcement agencies and other public entities providing support for the said Activities, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense, including court costs and reasonable attorney's fees of any kind or nature ("Liability") which may arise out of, result from, or relate to my child's/ children's' participation in the said Activities, including claims for Liability caused in whole or in part by the negligence of FOF from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in any of the activities offered at the FOF facility. This includes, without limitation, use of trampolines, Soft play area, Rope Course, Wall climbing, receiving instruction, strenuous bodily movement, and any other activities in and around the FOF facility.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions and I further acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), I further acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

As the parent or legal guardian to the minor identified above, I hereby accept and agree to all of the above terms and conditions of this Agreement on behalf of minor in connection within the minor's participation in the said Activities. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against FOF, I will indemnify, defend and hold harmless FOF from any such Liability which may be incurred as the result of such claim

NAME OF THE PARENT/GUARDIAN: _____

NAME OF THE CHILD :

AGE OF CHILD : _____

Contact No: _____ Email: _____

SIGNATUR OF PARENT/GUARDIAN: _____ DATE: _____

The Agreement has been read over and explained to me in my mother tongue _____ and I have understood the contents before I have affixed my signature to this Agreement

Signature: _____

Witness: _____

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