

Participant Agreement and Assumption of Risk

Parent/Guardian/Participant (if over 18): First Name:		Last Name:		Date of Birth:	
Street Address:	Apt. #:	City:	State:	ZIP:	
Cell Phone:	Emergency Contact Number:		E-mail:		

In consideration of the services Adventure Zone Orlando, Inc (d/b/a Hukoo's Family Fun), their agents, owners, officers, affiliates, volunteers, participants, employees, franchisors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Hukoo's"), I hereby agree to fully and completely release, indemnify, and discharge Hukoo's, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate and to be bound as follows:

1. I acknowledge that my participation in a HUKOO'S game or activity, or other use of HUKOO'S's facilities or equipment (the "Activities") may give rise to both foreseeable and unforeseeable risks that could result in physical or emotional injury or damage to myself, to property, or to third parties (the "Risks"). I understand and agree that such Risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
I understand and agree that: (i) The Risks may include, but are not limited to: (a) the negligence of other participants or myself, and (b) injuries including but not limited to: rope burn, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers, and serious injuries to the head, back, or neck which can cause paralysis, or even death. (ii) Bouncing on the Jungle Jump inflatables may result in serious injury to the participants. (iii) Acrobatic maneuvers such as flipping, running and physical contact with other participants may also cause serious injury and such actions are strictly forbidden. (iv) Traveling to and from the Jungle Jump inflatables raises the possibility that the Covered Participant's negligence or the negligence of other participants may give rise to injury. (v) Neither HUKOO'S nor its employees are in a position to recognize, identify, or accommodate a participant's health or abilities. (vi) The equipment being used by HUKOO'S for the Activities may malfunction in ways not foreseeable or preventable by HUKOO'S. (vii) HUKOO'S and its staff cannot eliminate all risks, including but not limited to the Risks listed above, involved with or arising from the Activities.
2. I expressly agree and promise to accept and assume any and all risks existing in, involved in, or arising from my participation, including that of any persons engaging in the Activities with my permission and consent, (hereinafter "the Covered Participants"). I further agree that the Covered Participants' participation in this activity is purely voluntary, and I agree to permit the participation of the Covered Participants in spite of and with full acceptance of the Risks.
3. I hereby voluntarily release, forever discharge, absolve, and agree to indemnify and hold harmless HUKOO'S from any and all liability, claims, demands, or causes of action, which may accrue to me or the Covered Participants, including but not limited to any with respect to physical or emotional injuries and/or damage to property, while on the premises or which are in any way connected with my participation in the Activities or my use of HUKOO'S's equipment or facilities, **including but not limited to any such claims which allege negligent acts or omissions of HUKOO'S**, to the maximum extent permissible by law.
4. I agree that, in the event the Covered Participants are injured and/or require medical assistance or treatment as a result of or in connection with participation in the Activities that any such medical assistance or treatment shall be undertaken at my own and/or the Covered Participants' own expense.
5. Should HUKOO'S or anyone acting on their behalf, incur attorney's fees and/or other associated expenses or costs to enforce any provision of this agreement, I agree to indemnify and hold HUKOO'S harmless for all such fees and costs and further agree that HUKOO'S shall be entitled to recover said fees, costs, and/or expenses from me.
6. I certify that I have adequate insurance to cover any injury or damage the Covered Participants may cause or suffer while participating in the Activities, whether to themselves or to others, or, in the alternative, I agree that I am able to and shall personally bear the costs of such injury or damage myself.
7. I certify that I hereby fully assume any and all risks associated with, arising from, or which may be aggravated by, any medical or physical condition the Covered Participants may have.
8. In the event that I file a lawsuit against HUKOO'S, I agree to do so solely in the state of Florida, and I further agree that the substantive law of Florida shall apply to that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

PLEASE TURN OVER & SIGN

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NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S) Pursuant to Florida Statute 744.301

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 HUKOO'S 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 HUKOO'S 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 HUKOO'S HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I further grant HUKOO'S, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I agree that I would like to receive free email promotions and discounts to the email address provided above. I acknowledge that I may unsubscribe to emails from HUKOO'S at any time.

Participant Signature (if 18 or older): _____ **Date:** _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)
In consideration of (print up to four minors' names/birthdates below of SAME parent or legal guardian):

Participant 1: First Name :	Last Name:	Date of Birth:
Participant 2: First Name :	Last Name:	Date of Birth:
Participant 3: First Name :	Last Name:	Date of Birth:
Participant 4: First Name :	Last Name:	Date of Birth:

I certify that I am the parent or legal guardian of the minor(s) listed above ("Minor"). I agree to release, indemnify, and hold harmless HUKOO'S from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor, **including but not limited to those claims which allege negligent acts or omissions of HUKOO'S, to the fullest extent permitted by law.**

Parent or Legal Guardian's Signature: _____ **Print Name:** _____

Date: _____ **Waiver accepted by** _____ **(HUKOO'S Employee)**

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I further grant HUKOO'S, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I agree that I would like to receive free email promotions and discounts to the email address provided above. I acknowledge that I may unsubscribe to emails from HUKOO'S at any time.

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Participant 3: First Name :	Last Name:	Date of Birth:
Participant 4: First Name :	Last Name:	Date of Birth:

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Parent or Legal Guardian's Signature: _____ **Print Name:** _____

Date: _____ **Waiver accepted by** _____ **(HUKOO'S Employee)**