We Rock The Spectrum®
KID'S GYM
For All Kids

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

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 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. I understand and acknowledge that the activity the Minor is about to voluntarily engage in as a participant bears certain known risks and unanticipated risks which could result in physical, emotional, or mental injury, paralysis, illness or disease, death, or damage to Minor, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities at WRTS.

Among other things, use of WRTS equipment entail certain risks that cannot be eliminated without jeopardizing the essential qualities of the activity. Use of equipment may expose participants to the usual risk of cuts, scrapes, bruises, and rug burns. Other more serious risks exist as well. Participants may fall off equipment, sprain, injure, or break fingers, toes, wrists, feet, legs, back, or neck, and can suffer more serious bodily injuries as well. If Minor is injured and requires medical assistance, I as parent or legal guardian of Minor assume full liability and responsibility for the expenses.

Furthermore, WRTS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that WRTS employees may be negligent in, among other things, monitoring and supervising use of the equipment and facilities and in the maintenance and repair of equipment and facilities. We therefore expect and require you to monitor and supervise the Minor's activities.

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

3. I expressly agree and promise to accept and assume all risks in having Minor participate in activities. The Minor's participation in activities is purely voluntary, and I elect to have Minor participate in spite of all the risks.

4. I hereby 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 in or use of WRTS equipment or facilities, including any such claims which allege negligent acts or omissions of the Released Parties. This release and indemnity includes, but is not limited to, claims for personal injury, property damage or otherwise which I or Minor might incur.

5. 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. This means that I will pay all of those attorney's fees and costs myself.

6. I certify that I have adequate insurance to cover any injury or damage that Minor may cause or suffer while participating in all WRTS activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that Minor may have.

7. I expressly agree that this Agreement is governed by the State of Arizona and is intended to be as broad and inclusive as permitted by Arizona law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement will not be affected or impaired in any way and will continue in full legal force and effect. In the event that I file a lawsuit against WRTS, I agree to do so solely in the State of Arizona and I further agree that the substantive law of the state of Arizona will apply in that action without regard to Arizona's conflict of law rules.

We Rock The Spectrum®
KID'S GYM
For All Kids

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

8. I certify that, to the best of my knowledge, the Minor does not have a health condition that would make it inadvisable for the Minor to participate in WRTS activities.

9. I grant WRTS and all Related Parties, the irrevocable right and permission to photograph and/or record me and/or Minor and to use the photograph and/or recording for all purposes WRTS elects, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, and without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted in this Agreement are without compensation of any kind. All photographs and/or recordings will belong exclusively to WRTS.

10. I agree not to disclose or divulge to any third party any proprietary WRTS information I learn while visiting the WRTS facility. I also agree not to use any photograph of the WRTS facility for any commercial purpose without WRTS' express prior written consent. I acknowledge that any violation of this provision could subject me to claims for damages and other relief.

11. In consideration of not being required to sign a new copy of this Agreement before each visit, I further agree that this Agreement will apply to all future visits of the Minor to this WRTS location for a period of twelve (12) months from the date I have signed this Agreement.

12. By signing below, I acknowledge that We Rock the Spectrum Kid's Gym is not a licensed daycare facility.

13. I acknowledge that I have had sufficient opportunity to read this Agreement in its entirety that I understand its content, I understand that it affects my legal rights, and I agree to be bound by its terms. I also agree that if anyone is hurt or I suffer property damage during the Minor's participation in activities, I may be found by a court of law to have waived my or the Minor participant's right to maintain a lawsuit against WRTS and the Released Parties due to this release.

_____ _____

Signature of Parent or Legal Guardian of Minor | Today's Date

_____

Print Name of Parent or Legal Guardian of Minor

_____ _____

Print Name of Minor | Minor Birth Date

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Phone: _____

Emergency Contact: _____ Phone: _____

Relation: _____