

# Fun Peak Indoor Playcenter

1335 Paseo del Pueblo Sur, Unit 4, Taos, NM 87571, (575) 776-1600  
www.kidsfunpeak.com

## RELEASE AND WAIVER

Acknowledging participation in the activities at Fun Peak Indoor Playcenter (Fun Peak), the undersigned, on his or her own behalf, and on behalf of any executors, heirs, successors and assigns, hereby acknowledges and agrees as follows:

1. The undersigned knowingly and fully assumes all risks, known and unknown, associated with participation in activities at Fun Peak, and waives all claims for damage to personal property or injury to person arising from such participation. This release and waiver covers risk of death, serious injury, and property loss whether arising from a) negligence or carelessness on the part of the persons or entities being released and other participants, or b) dangerous or defective equipment.
2. The undersigned certifies that he or she is physically fit and may participate in the activities available at Fun Peak, and has not been advised to the contrary by a qualified medical professional.
3. The undersigned on his or her behalf and on behalf of any executors, heirs, successors and assigns, hereby releases, discharges, and holds harmless any authorized entity doing business as Fun Peak, including its officers, agents, employees, representatives, and all affiliates, from any and all claims, damages, or liability arising from death, disability, personal injury, property damage, theft, or any kind of action.
4. The undersigned agrees to abide by the rules and conditions of participation posted at or explained by an employee at Fun Peak. If the undersigned experiences any significant hazard or injury during such participation, the undersigned will promptly inform an employee of Fun Peak.
5. The undersigned acknowledges that this release and waiver of liability form will be used and relied upon by Fun Peak, and that it will govern the undersigned's actions and rights.

Participant Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Participant Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Participant Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Participant Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

(init)\_\_\_\_\_ I have read and understand the rules at Fun Peak Indoor Playcenter.

\*\*\*\*\***READ BEFORE SIGNING**\*\*\*\*\*  
**PARENT/GUARDIAN ACKNOWLEDGMENT**

I \_\_\_\_\_, hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise, the following named persons or entities: **Fun Peak LLC/ Fun Peak LLC Members and Staff**. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement.

The undersigned parent and/or guardian does hereby represent that he/she is, in truth, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above of all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act, and releases said parties on behalf of the minor and the parents or legal guardian.

Parent/Guardian Name (please print) \_\_\_\_\_

Parent/Guardian

Signature \_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact and Phone # \_\_\_\_\_