



**HANG Indoor Playground (DBA: HANG, LLC)**

**LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT**

As parent or legal guardian of the child whose name is set forth below (who is referred to herein as the "Participant") and in consideration of the Participant being permitted to participate in the Activities (as defined below) conducted by *HANG Indoor Playground* ("HANG"), the Participant and I agree as follows:

**1. Assumption Of Risk** - I understand that the Activities available at HANG entail the risk of severe bodily injury to the Participant. Injuries that could result will vary, but may include (a) minor injuries such as scratches, cuts, bruises and sprains; (b) major injuries such as broken bones, eye injury or loss of sight, joint or back injuries and concussions; and (c) catastrophic injuries, including paralysis and even death. **Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, for myself and the Participant and our respective heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury arising out of or related to the Activities.**

**3. Release, Discharge and Agreement Not To Sue** - I, for myself and the Participant and our respective heirs, personal representatives and assigns, do hereby release, discharge and agree not to sue HANG and its managers, members, employees and/or other agents, for any injury to or death of the Participant arising, directly or indirectly, from participation in the Activities. This release, discharge and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and legal rights arising out of any negligence of HANG and/or its managers, members, employees and/or other agents and any other breach of a legal duty arising out of common law, statute, contract or otherwise.

**4. Indemnification And Hold Harmless** – I agree to indemnify HANG and hold HANG harmless from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs, incurred due to claims brought by any third party as a result of or arising out of the Participant's involvement in the Activities and to reimburse HANG for any such costs, expenses and fees as they are incurred.

**5. Payment for damages**– I agree to pay for any and all damages to any property or Release party caused by me or the Participant's willfully or otherwise.

**6. Insurance**– I understand that I am solely responsible for any medical, health, or personal injury costs relating to my use of HANG and its facilities. I understand that I am strongly encouraged to have a medical physical exam and purchase health insurance prior to my use the facilities at HANG.

**7. Parent Or Legal Guardian Certification And Consent** -I hereby certify that I am the parent or legal guardian of the Participant whose name appears below, and I have authority to waive rights on behalf of the minor Participant. I have read and I understand all of the provisions of this document and the risks of the Activities. I understand that the Activities could cause injury and even death. **I acknowledge that I have read and understand the terms of this document and I am freely and voluntarily signing this document.**

**8. Severability** - This document is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and if any provision (or a part of any provision) contained herein is deemed to be invalid, the balance of the provisions shall continue in full legal force and effect, notwithstanding such invalidity.

**9. Responsibility**- Parent or Guardian is solely responsible for the well-being and whereabouts of the Participant. Parent or guardian need to be aware of where Participant is at all times. HANG and its managers, members, employees and/or other agents are not responsible for the whereabouts of the Participant. If Participant gets lost or leaves the HANG premises, HANG and its managers, members, employees and/or other agents will not be held liable, as this is the sole responsibility of the Parent or Guardian. Parent or guardian is not to leave HANG premises while Participant is at HANG.

**Parent or Legal Guardian's Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Participant's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Participant's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Participant's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Parent/Guardian E-mail address:** \_\_\_\_\_ **Primary Phone:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_