



HOUSTON'S FUNKY MONKEY PLAYLAND, 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 Houston's Funky Monkey Playland LLC Doing Business As "Funky Monkey Playland", the Participant and I agree as follows:

1. **Activities** - The Participant will participate in various activities offered by Houston's Funky Monkey Playland, LLC D/B/A Funky Monkey Playland (the "Activities"), including but not limited to, the following:

2. **Assumption Of Risk** - I understand that the Activities 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, bruises and sprains; (b) major injuries such as 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 Houston's Funky Monkey Playland, LLC D/B/A Funky Monkey Playland 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 Houston's Funky Monkey Playland, LLC D/B/A Funky Monkey Playland 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 Houston's Funky Monkey Playland, LLC D/B/A Funky Monkey Playland and hold Houston's Funky Monkey Playland, LLC D/B/A Funky Monkey Playland 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 Houston's Funky Monkey Playland, LLC D/B/A Funky Monkey Playland for any such costs, expenses and fees as they are incurred.

5. **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.**

6. **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.

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: _____

Parent/Guardian E-mail address: _____ Primary Phone: _____

How you learned about Funky Monkey Playland: _____

Today's Date: _____