



Waiver and Release

Child or Children: _____

Parent/Legal Guardian: _____

On behalf of myself and the above-listed child or children, and on behalf of any other children I may bring to this facility, I hereby agree with The Stomping Ground as follows.

1. This is a "Play at Your Own Risk" facility. I acknowledge that climbing, running, playing, and all physical activities at The Stomping Ground AZ, LLC. located at 2012 N. Scottsdale Rd. Scottsdale AZ, 85257, involves risks of injury and damages to Children and adults. Injuries can occur even when no one is at fault, or when a child or other participant is at fault. I fully accept those inherent risks on behalf of Children, agree that Children and I will follow all posted rules, and understand that I should obtain insurance to protect against the financial consequences of such risks. I understand that slide burns, rug burns, concrete scrapes, and stubbed or broken body parts commonly occur, and that all participants should take precautions such as wearing long sleeves and long pants and grip socks, even though complete protection from injury is impossible.
2. I promise that I am a lawful guardian of Children and able to make this agreement on their behalf. On behalf of myself and Children, I waive as against Facility (including any owner, employee, agent, officer or other person or entity affiliated with Facility):
 - a. All claims for injury, damage or death, under any legal theory, caused by any person, even if caused the sole fault of Facility – except for harm solely caused by the gross negligence, recklessness or intentional wrongdoing of Facility;
 - b. All claims for medical, dental, hospital, and any other health expense, for any person;
 - c. All claims relating to theft of any property from me or from Children; and
 - d. Regardless of the degree of fault alleged, and with respect to any claim of any nature made by or on behalf of me or Children relating in any way to the Location and/or the Facility or this Agreement:
 - i. All claims for consequential, incidental, exemplary, or punitive damages;
 - ii. All claims for loss of use, productivity, profit, or rental income;
 - iii. Any right to subrogation, and any loss covered by any type of insurance;
 - iv. Any right to a jury trial on any issue in any forum ;
 - v. Any right to participate in a class action against Facility; and
 - vi. Objections to jurisdiction and venue in a court located in Maricopa County, Arizona.
3. Each of the above waivers extends fully to:
 - a. Sponsors of any activity, and other participants and their parents/guardians, at Location;
 - b. Manufacturers and sellers of any equipment or merchandise, and providers of any food, at Location;
 - c. Designers and architects of any equipment or feature at Location;
 - d. The owner(s) of Location, including their officers, directors, and affiliates good ; and
 - e. Employees, agents, successors, heirs and assigns of any person or entity released hereby.
4. I grant Facility and anyone acting on its behalf the right to photograph and/or video Children and grant Facility a world-wide, perpetual, royalty-free license to use such images in any medium for any lawful purpose connected with the business of Facility.
5. I grant Facility and its employees the right to provide emergency medical care to Children and to arrange for transport of Children to an appropriate medical facility. Facility is not responsible for any harm caused to Children by any medical professional related to treatment of any injuries suffered at Location.
6. I promise to defend, indemnify, and hold harmless Facility and anyone acting by or through facility from any claims made by anyone based on any action or omission by any Children. I agree the prevailing party in any dispute (whether or not suit is filed) is entitled to all of its costs, and reasonable attorneys' and expert fees. I also promise not to file a lawsuit or other claim relating to any matter that is released or waived herein.
7. This agreement is severable, and if one waiver or other provision is deemed unenforceable, all other waivers and other provisions survive. Arizona substantive law governs. This agreement applies to all future visits by me and/or by any Children, unless superseded by a new signed agreement.

Agreed to by:

Parent/Guardian: _____ Date: _____